



**City Commission Meeting  
SUPPLEMENTAL MATERIAL 2**

**City Hall, Commission Chambers, 3rd Floor, 1700 Convention Center Drive  
September 30, 2015**

Mayor Philip Levine  
Vice-Mayor Edward L. Tobin  
Commissioner Michael Grieco  
Commissioner Joy Malakoff  
Commissioner Micky Steinberg  
Commissioner Deede Weithorn  
Commissioner Jonah Wolfson

City Manager Jimmy L. Morales  
City Attorney Raul J. Aguila  
City Clerk Rafael E. Granado

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**ATTENTION ALL LOBBYISTS**

**Chapter 2, Article VII, Division 3 of the City Code of Miami Beach entitled "Lobbyists" requires the registration of all lobbyists with the City Clerk prior to engaging in any lobbying activity with the City Commission, any City Board or Committee, or any personnel as defined in the subject Code sections. Copies of the City Code sections on lobbyists laws are available in the City Clerk's office. Questions regarding the provisions of the Ordinance should be directed to the Office of the City Attorney.**

**SUPPLEMENTAL AGENDA**

**R7 - Resolutions**

- R7H A Resolution Accepting The Recommendation Of The Finance And Citywide Projects Commission Committee; And Approving And Authorizing The Mayor And City Clerk To Execute An Agreement, Substantially In The Form Attached To This Resolution, Between The City And Skidata, Inc., Pursuant To Invitation To Negotiate (ITN) 2014-170-SW, For A Gated Revenue Control System For The City's Parking Garages, For An Initial Term Of Ten (10) Years, With Two (2) Five (5) Year Options, At The City's Sole Discretion.

(Procurement/Parking)  
(Deferred from September 2, 2015 - R7K)  
**(Resolution & Draft Agreement)**

R7L A Resolution Accepting The Written Recommendation Of The City Manager Regarding The Existence Of A Public Emergency And, Accordingly, Waiving, By 5/7th Vote, The Competitive Bidding Requirement, Finding Further That The Best Interest Of The City Would Be Served By Such Waiver; Authorizing The City Manager Or His Designee To Negotiate Amendment No. 2, To The Design-Build Agreement Between The City And Lanzo Construction Co., Approved Pursuant To Resolution No. 2014-28765, For The Sunset Harbour Pump Station Retrofit And Drainage Improvements Project; Said Amendment, In The Not To Exceed Amount Of \$7,080,844, To Bring Purdy Avenue, West Avenue, And 18<sup>th</sup> Street To A 3.7 Feet NAVD Elevation, And To Replace The 20-Inch Water Main Along Dade Boulevard, From Alton Road To The Bridge West Of Purdy Avenue; Further Authorizing The Mayor And City Clerk To Execute The Amendment, Upon Completion Of Successful Negotiations.

(Sponsored by Commissioner Michael Grieco)

(Legislative Tracking: Public Works)

(On September 2, 2015 item R9N was requested to be brought back to September 30, 2015)

**(Memorandum & Resolution)**

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE FINANCE AND CITYWIDE PROJECTS COMMISSION COMMITTEE; AND APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT, SUBSTANTIALLY IN THE FORM ATTACHED TO THIS RESOLUTION, BETWEEN THE CITY AND SKIDATA, INC., PURSUANT TO INVITATION TO NEGOTIATE (ITN) 2014-170-SW, FOR A GATED REVENUE CONTROL SYSTEM FOR THE CITY'S PARKING GARAGES, FOR AN INITIAL TERM OF TEN (10) YEARS, WITH TWO (2) FIVE (5) YEAR OPTIONS, AT THE CITY'S SOLE DISCRETION.**

**WHEREAS**, on May 21, 2014, the Mayor and City Commission authorized the issuance of Invitation to Negotiate (ITN) 2014-170-SW for a Gated Revenue Control System for the City's parking garages, including centralized processing of data for all of the City's parking garages; a central monitoring station for intercoms and CCTV at all entrance and exit lanes; and centralized access control for all garage equipment; and

**WHEREAS**, on May 22, 2014, ITN 2014-170-SW was issued with an opening date of July 10, 2014; and

**WHEREAS**, a pre-proposal conference to provide information to prospective proposers was held on June 5, 2014; and

**WHEREAS**, on June 27, 2014 the City received five (5) proposals in response to the ITN; and

**WHEREAS**, on August 8, 2014, the City Manager via Letter to Commission (LTC) No. 276-2014 appointed an Evaluation Committee (the "Committee"), which convened on August 14, 2014, to consider proposals received and interview the proposers; and

**WHEREAS**, the Committee was provided an overview of the project, information relative to the City's Code of Silence Ordinance and the Government Sunshine Law; general information on the scope of services, references, and a copy of each proposal; and engaged in a question and answer session after the presentation of each proposer; and

**WHEREAS**, the Committee was instructed to score and rank each proposal pursuant to the evaluation criteria established in the ITN; and

**WHEREAS**, the Committee's ranking of the firms submitting proposals was as follows: 1) Skidata Inc.; 2) Amano McGann, Inc.; 3) LCN, Inc. d/b/a Consolidated Parking Equipment; and WPS USA Corp. (tie); and 5) Scheidt & Bachmann USA, Inc.; and

**WHEREAS**, after reviewing all the submissions and the Evaluation Committee's rankings of proposals received, and the fact that there was a tie score and the scores were all close, the City Manager exercised his due diligence and recommended that the Mayor and the City Commission authorize the Administration to enter into negotiations with all the proposers; and

**WHEREAS**, at the September 10, 2014 City Commission meeting, the Mayor and City Commission accepted the recommendation of the City Manager, adopting resolution 2014-28720 (C7K), pursuant to Invitation to Negotiate (ITN) 2014-170-SW, for a Gated Revenue Control System for the City's parking garages; and authorized the Administration to enter into negotiations with all the proposers; to wit: Skidata Inc., Amano McGann, Inc., LCN, Inc. d/b/a Consolidated Parking Equipment, WPS USA Corp., and Scheidt & Bachmann USA, Inc.; and

**WHEREAS**, on December 17, 2014, the City was notified by Consolidated Parking Equipment that it had withdrawn its proposal pursuant to the ITN because it had been informed by 3M, the manufacturer of the equipment proposed, that 3M would no longer be producing the proposed equipment; and

**WHEREAS**, on February 6, 2015, cost proposals from Amano McGann, Inc., Skidata, Inc., and WPS USA Corp. were received; and Scheidt & Bachmann USA, Inc. notified the City that, due to schedule conflicts, it had withdrawn its proposal pursuant to the ITN; and

**WHEREAS**, the Administration held various negotiation sessions with Skidata, Inc., Amano McGann, Inc. and WPS USA Corp; and

**WHEREAS**, at the June 10, 2015 City Commission meeting, the City Manager, based on the results of the Administration's negotiations with Skidata, Inc., Amano McGann, Inc., and WPS USA Corp, recommended to the Mayor and City Commission that Skidata, Inc. be awarded a contract based on the negotiated term sheet; and

**WHEREAS**, on June 10, 2015, the Mayor and Commission referred Item No. R7M, Invitation to Negotiate (ITN) No. 2014-170-SW for a gated revenue control system for the City's Parking Garages to the Finance and Citywide Projects Commission Committee (FCWPC) for discussion; and

**WHEREAS**, the item was referred to the FCWPC seeking guidance on whether to operate municipal garages with a gated revenue control system or as metered parking; and

**WHEREAS**, on July 1, 2015 the item was discussed at the FCWPC and the Committee recommended that the Administration finalize negotiation on the final contract terms with Skidata, Inc. for a gated revenue control system for the City's parking garages and move this item to full Commission; and

**WHEREAS**, at the July 8, 2015 City Commission meeting, the Mayor and City Commission accepted the recommendation of the FCWPC to operate municipal parking garages with gated revenue control equipment and accepted the recommendation of the City Manager, adopting resolution 2015-29087 (R7N), pursuant to Invitation to Negotiate (ITN) 2014-170-SW, for a Gated Revenue Control System for the City's parking garages; approving the material terms of an agreement between the City and Skidata, Inc. and in the event that the City is unable to finalize successful negotiations with Skidata, Inc., authorizing the City Manager and the Office of the City Attorney to negotiate an agreement with Amano McGann, Inc.; and

**WHEREAS**, on July 8, 2015, the Mayor and City Commission also directed the Administration to engage Walker Parking Consultants and have them perform an analysis, analyze and recommend revenue control systems for the City's parking garages, including but not limited to gated, metered, or alternative technologies deployed in industry today and asked the Administration



to address the equipment obsolescence issue; and

**WHEREAS**, the Walker Parking study, completed on August 10, 2015, recommends a gated parking revenue control system for the ten (10) garages and further advised that obsolescence is rare in the parking systems, including PARCS; and

**WHEREAS**, the Administration recommends that the Mayor and City Commission authorize the Mayor and City Clerk to execute an agreement between the City and Skidata, Inc., substantially in the form attached to this resolution, which contains the terms approved at the July 8, 2015 City Commission meeting and contains the performance bond requirement to address the obsolescence issue.

**NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA**, hereby accept the recommendation of the Finance and Citywide Projects Commission Committee; and approve and authorize the Mayor and City Clerk to execute an Agreement, substantially in the form attached to this Resolution as Exhibit A, between the City and Skidata, Inc., pursuant to Invitation to Negotiate (ITN) 2014-170-SW, for a Gated Revenue Control System for the City's parking garages, for an initial term of ten (10) years, with two (2) five (5) year options, at the City's sole discretion.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_ 2015.

**ATTEST:**

\_\_\_\_\_  
Rafael E. Granado, City Clerk

\_\_\_\_\_  
Philip Levine, Mayor

JLM/KGB/SF

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APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION

\_\_\_\_\_  
City Attorney

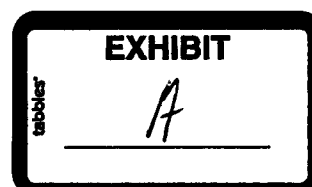
9/28/15  
\_\_\_\_\_  
Date

**AGREEMENT BETWEEN THE CITY OF MIAMI BEACH  
AND  
SKIDATA, INC.  
FOR THE DESIGN, CONSTRUCTION, INSTALLATION AND MAINTENANCE OF A  
PARKING GARAGE GATED REVENUE CONTROL SYSTEM  
(ITN 2014-170-SW)**

This Agreement ("Agreement") is entered into this XXXXXX day of XXXXXXXXXXXX, 2015 ("Effective Date"), between the **CITY OF MIAMI BEACH, FLORIDA**, a municipal corporation organized and existing under the laws of the State of Florida, having its principal offices at 1700 Convention Center Drive, Miami Beach, Florida, 33139 ("City"), and **SKIDATA, INC.**, a Delaware corporation, authorized to do business in the state of Florida, whose address is 1 Harvard Way, Suite 5, Hillsborough, New Jersey 08844 ("Contractor").

**SECTION 1  
DEFINITIONS**

- Agreement:** This Agreement between the City and Contractor, including any exhibits and amendments thereto.
- City Manager:** The chief administrative officer of the City. The City Manager's designee for purposes of this Agreement shall be the Director of the City's Parking Department. The City Manager or his designee shall have the authority to consent to any approvals required under this Agreement, unless otherwise specifically delineated herein.
- Contractor:** For the purposes of this Agreement, Contractor shall be deemed to be an independent contractor, and not an agent or employee of the City. Contractor may also be referred to herein as Proposer.
- Services:** All services, work and actions by the Contractor performed or undertaken pursuant to the Agreement.
- Fee:** Amount paid to the Contractor as compensation for Services.
- Proposal Documents:** Proposal Documents shall mean City of Miami Beach ITN No. 2014-170-SW for a parking garage gated revenue control system for the City of Miami Beach, together with all amendments thereto, issued by the City in contemplation of this Agreement (collectively, the "ITN"); the Contractor's proposals, as amended by any subsequent proposals or amendments thereto, in response to the ITN (collectively, the "Proposal"); The Proposal Documents are incorporated herein by reference and attached hereto; provided, however, that in the event of an express conflict between the Proposal Documents and this Agreement, the following order of precedent shall prevail: this Agreement; the ITN; the [Cost Proposal Submittal] Parking Garage Gated Revenue Control System for the City of Miami Beach, dated February 6, 2015; and the [Response to Invitation to Negotiate (ITN)] Parking Garage Gated Revenue Control System for the City of Miami Beach, dated June 27, 2014.



Risk Manager: The Risk Manager of the City, with offices at 1700 Convention Center Drive, Third Floor, Miami Beach, Florida 33139; telephone number (305) 673-7000, Ext. 6435; and fax number (305) 673-7023.

## **SECTION 2**

### **SCOPE OF SERVICES**

2.1 In consideration of the Fee to be paid to Contractor by the City, Contractor shall provide work and services, which include, without limitation, the design, construction, installation and maintenance of a state of the art gated parking revenue control system, including real-time centralized processing of data for all of the City's parking garages and a central monitoring station for intercoms, cameras at all entrance and exit lanes, and access control for the garage equipment (the "City Parking Control System" or the "System"), initially for ten (10) existing City parking garages ("Initial Garages"), as described in **Exhibit "A"** (the "Services" or "Scope of Work").

2.2 Contractor shall provide the City with a one (1) year warranty on all hardware for parts and labor, including a ten (10) year maintenance and service agreement, for the maintenance of hardware and software, and repairs (collectively, "Maintenance and Service Program"), as more particularly set forth in the attached Exhibit A-2, including, without limitation, turnkey maintenance services, without limitation, local and dedicated trained service staff, 24 hour phone assistance (including hardware and software issues), maximum two (2) hour response time, all related labor and parts related to the diagnosis, repair and replacement of parts, preventative maintenance, and training, PCI administration, and software maintenance and upgrades, in order to ensure the protection of the City Parking Control System for a period of ten (10) years. The ten (10) year Maintenance and Service Program shall commence as of the date of Final Acceptance (as defined in Section 3(C) of Exhibit A-1) for EACH GARAGE (Maintenance and Service Program Term).

2.3 The Software shall be provided pursuant to the Skidata Software License, attached hereto as Exhibit E and incorporated herein by reference.

2.3 Contractor's Services, and any deliverables incident thereto, shall be completed in accordance with the timeline and/or schedule, attached hereto and incorporated herein by reference as **Exhibit "B"**.

2.4 Additional Garages/Items. Although this Agreement identifies the Initial Garages in the Scope of Work, the City may add additional garages ("Additional Garages"), as well as additional equipment, products, and services ("Items") to the existing Scope of the Work being provided by Contractor (collectively, "Additional Services"). Additional Items may be added, as an amendment to the Agreement, which amendment(s) shall be in writing and executed by the parties, and shall be further subject to the written approval of the City Manager. Additional Garages may be added, as an amendment to the Agreement, which amendment(s) shall be in writing and executed by the parties, and shall be further subject to approval by the Mayor and City Commission.

### SECTION 3 TERM

The term of this Agreement ("Term") shall commence upon execution of this Agreement by all parties hereto, as of the Effective Date on page 1 hereof, and shall have an initial term of ten (10) Years ("Initial Term"), with two consecutive five (5) year renewal options ("Renewal Option Term(s)"), to be exercised at the City Manager's sole option and discretion, by providing Contractor with written notice of same no less than One Hundred and Twenty (120) days prior to the expiration of the Initial Term or a renewal term (as the case may be).

Notwithstanding the Term provided herein, Contractor shall adhere to any specific timelines, schedules, dates, and/or performance milestones for completion and delivery of the Services, as set forth in the timeline and/or schedule referenced in **Exhibit "B"** hereto.

### SECTION 4 FEE

- 4.1** In consideration of the Services to be provided, Contractor shall be compensated in accordance with the Cost Proposal Sheet, attached hereto and incorporated herein by reference as Exhibit "C", as more particularly set forth herein:
- 4.2** **Reimbursables.** All reimbursables are included in the Cost Proposal Sheet, except with respect to any regulatory and permitting fees, as may be required in connection with the Services which Contractor is providing on behalf of the City. Any reimbursable not included in the Cost Proposal Sheet shall be subject to the prior written approval of the City Manager or his designee prior to Contractor incurring the cost for same. Any reimbursable expense(s) not approved pursuant to the preceding sentence shall not be subject to reimbursement by the City and the Contractor shall be solely responsible for such expense(s).
- 4.3** **Installation Payments.** Contractor shall be paid its Fee in connection with the Services being performed for EACH GARAGE during the following stages of performance:
- A. Phase I (One Day Testing):** 60% of the Fee shall be due upon receipt and installation of the equipment and software and Acceptance (as defined in Section 3(A) of Exhibit "A-1"), in writing, by the City Manager of all the Services due at Phase I;
  - B. Phase II (30 Day Testing Acceptance):** 20% within thirty (30) days from completion of Phase I, upon the City Manager's Acceptance (as defined in Section 3(B) of Exhibit "A-1"), in writing, of the Services due from Contractor at Phase II;
  - C. Phase III (90 Day Testing – Final Acceptance):** 20% within ninety (90) days from the completion of Phase I, upon the City Manager's Final Acceptance (as defined in Section 3(C) of Exhibit "A"), in writing, of the City Parking Control System;

- 4.4 Upon Acceptance of Phase II of the Contractor's Services for the FIRST GARAGE, Contractor shall be paid 60% of the one time sum of \$291,413.50, representing the pre-installation costs of the Contractor's Services, including, without limitation, design costs, back of office equipment, software for the Initial Garages, the FAT testing phases, and training for City personnel. Upon Final Acceptance (Phase III), Contract shall be paid the remaining 40% of the sum of \$291,413.50.**

**4.5 INVOICING**

Upon receipt of an acceptable and approved invoice, payment(s) shall be made within thirty (30) days for that portion (or those portions) of the Services satisfactorily rendered (and referenced in the particular invoice).

Invoices shall include a detailed description of the Services (or portions thereof) provided, and shall be submitted to the City at the following address:

**City of Miami Beach  
1755 Meridian Avenue, Suite 200  
Miami Beach, Florida 33139  
Attention: Saul Frances, Director of Parking Department**

The Contractor may submit invoices for milestone payments of completed work that has satisfactorily passed the applicable Acceptance Testing period, as contained herein. The invoice shall have the City's written approval of the applicable Acceptance Testing period, as an attachment. The written approval of the applicable Acceptance Testing period shall be in the City's sole, absolute, and reasonable discretion.

The Contractor shall not receive final payment until all items identified in the Testing Report(s) have been accepted and approved through written confirmation by the City, in its sole, absolute, and reasonable discretion.

- 4.6 Maintenance and Service Costs. The maintenance and service costs (collectively "Maintenance Costs") for the Initial Garages is a fixed cost, guaranteed for ten (10) years, commencing from the Final Acceptance of Services for EACH GARAGE, so that EACH GARAGE will have a different Maintenance and Service Program Term with respect to the Maintenance and Service Program for said particular garage. The City shall commence to pay for the cost of the Maintenance and Service Program, upon Final Acceptance by the City of the turnkey installation of the City Parking Control System for a particular garage, payable in advance, on a monthly basis. This monthly Maintenance Cost payment for a particular garage shall be determined by dividing the annual agreed upon Maintenance Cost set forth in Section XI of Exhibit "C" for said garage, by 12. It is the intention of the parties that Maintenance Costs for the Initial Garages, during the Initial Term, shall include any and all maintenance, repairs and upgrades to the City Parking Control System, to ensure the maintenance and operation of the System, in accordance with the standards of comparable state of the art municipality access and revenue control systems (PARCS).**

The maintenance costs for any Additional Services which may be subsequently added to the scope of this Agreement, shall be calculated in a manner consistent with the way the Maintenance Cost for the Initial Garages was determined, not to exceed the rates charged in the industry for a comparable garage.

- 4.7 Parking Revenue Control System (PRCS) Pricing.** The cost of the equipment (Section VII of Exhibit "C"), software cost (Section IX of Exhibit "C"), and other costs (Section XII of Exhibit "C"), shall be guaranteed during the first three (3) years of the Agreement, commencing from the Effective Date. Thereafter, commencing at the beginning of year four (4) of the Agreement and continuing throughout the Term of this Agreement, the pricing list may be increased commensurate with any change in price in the market for the particular item, capped at the amount of any annual increase in the amount of the Consumer Price Index (for the Miami Fort Lauderdale All Urban Consumers Consumer Price Index from October to September ("Miami Urban Area CPI")) from the previous year. The ceiling for the new price for the Item shall be determined by multiplying the cost amount for the item (prior to the price increase) by a fraction, the numerator of which shall be the Miami Urban Area CPI Index for the third month preceding the month of adjustment, and the denominator of which shall be the Miami Urban Area CPI index for the fifteenth month preceding the month of adjustment (Note: in no event shall the annual increase for an item exceed four percent (4%). Each Item may only be subject to an increase once during a twelve month period. Skidata shall provide the City with thirty (30) days notice of said increase in price.
- 4.8 Additional Items.** Should the City wish to purchase any Items which are not covered by the Maintenance Cost and which are not otherwise included in Exhibit "C" ("additional Item"), Skidata shall provide the City with a written quote for said additional Item. Any quote for an additional Item shall be subject to the prior written approval of the City Manager and, if approved, shall be memorialized as a formal written amendment to this Agreement, executed by the parties. The same procedure for price increases, delineated in the previous Section 4.7, shall apply to any additional Items.

## **SECTION 5** **TERMINATION**

### **5.1 TERMINATION FOR CAUSE**

If the Contractor shall fail to fulfill in a timely manner, or otherwise violates, any of the covenants, agreements, or stipulations material to this Agreement (individually, a "default", and collectively, "defaults"), the City, through its City Manager, shall thereupon have the right to terminate this Agreement for cause. Prior to exercising its option to terminate for cause, the City shall notify the Contractor of its violation of the particular default under this Agreement, and shall grant Contractor thirty (30) days to cure such default. If such default remains uncured after thirty (30) days, the City may terminate this Agreement without further notice to Contractor.

Termination for Multiple Similar Defaults (No Cure). If Contractor has committed a similar default on three (3) or more occasions ("Multiple Similar Defaults"), during the initial term of the Agreement or during any of the renewal terms (if approved by the City Manager), as applicable, commencing upon the third similar default and in connection with any subsequent similar default, the City shall have the sole option and discretion to terminate this Agreement for cause and **without** providing Contractor with the opportunity to cure said Multiple Similar Defaults.

Termination for Fraud or Material Misrepresentation. Additionally, if the default is of a nature that cannot be cured, such as fraud or a material misrepresentation in connection with Contractor's performance under this Agreement, the termination shall be effective upon receipt of the termination notice and no cure period shall apply.

Upon termination, the City shall be fully discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, this Agreement. Notwithstanding said termination, the Contractor shall not be relieved of liability to the City for damages sustained by the City by any breach of the Agreement by the Contractor. The City, at its sole option and discretion, shall be entitled to bring any and all legal/equitable actions that it deems to be in its best interest in order to enforce the City's right and remedies against Contractor. The City shall be entitled to recover all costs of such actions, including reasonable attorneys' fees.

## **5.2 TERMINATION FOR CONVENIENCE OF THE CITY**

THE CITY MAY ALSO, THROUGH ITS CITY MANAGER, AND FOR ITS CONVENIENCE AND WITHOUT CAUSE, TERMINATE THE AGREEMENT AT ANY TIME DURING THE TERM BY GIVING WRITTEN NOTICE TO CONTRACTOR OF SUCH TERMINATION, WHICH SHALL BECOME EFFECTIVE WITHIN THIRTY (30) DAYS FOLLOWING RECEIPT BY THE CONTRACTOR OF SUCH NOTICE. IF THE AGREEMENT IS TERMINATED FOR CONVENIENCE BY THE CITY, CONTRACTOR SHALL BE PAID FOR ANY SERVICES SATISFACTORILY PERFORMED UP TO THE DATE OF TERMINATION, FOLLOWING WHICH THE CITY SHALL BE DISCHARGED FROM ANY AND ALL LIABILITIES, DUTIES, AND TERMS ARISING OUT OF, OR BY VIRTUE OF, THIS AGREEMENT.

## **5.3 TERMINATION FOR INSOLVENCY**

The City also reserves the right to terminate the Agreement in the event the Contractor is placed either in voluntary or involuntary bankruptcy or makes an assignment for the benefit of creditors. In such event, the right and obligations for the parties shall be the same as provided for in Section 5.2.

# **SECTION 6 INDEMNIFICATION AND INSURANCE REQUIREMENTS**

## **6.1 INDEMNIFICATION**

Contractor agrees to indemnify and hold harmless the City of Miami Beach and its officers,

employees, agents, and contractors, from and against any and all actions (whether at law or in equity), claims, liabilities, losses, and expenses, including, but not limited to, reasonable attorneys' fees and costs, for personal, economic, or bodily injury, wrongful death, or loss of or damage to property, which may arise or be alleged to have arisen from the negligent acts, errors, omissions or other wrongful conduct of the Contractor, its officers, employees, agents, contractors, or any other person or entity acting under Contractor's control or supervision, in connection with, related to, or as a result of the Contractor's performance of the Services pursuant to this Agreement. To that extent, the Contractor shall pay all such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses, and shall pay all costs and attorneys' fees expended by the City in the defense of such claims and losses, including appeals.

The parties agree that one percent (1%) of the total compensation to Contractor for performance of the Services under this Agreement is the specific consideration from the City to the Contractor for the Contractor's indemnity agreement. The provisions of this Section 6.1 and of this indemnification shall survive termination or expiration of this Agreement.

## **6.2 INSURANCE REQUIREMENTS**

The Contractor shall maintain and carry in full force during the Term, the insurance requirements set forth in the attached Exhibit D, and further subject to the terms contained in this Section 6.2.

The insurance certificates for General Liability shall reflect that said insurance coverage includes a waiver of subrogation endorsement. Original certificates of insurance must be submitted to the City's Risk Manager for approval (prior to any work and/or services commencing) and will be kept on file in the Office of the Risk Manager. The City shall have the right to obtain from the Contractor specimen copies of the insurance policies in the event that submitted certificates of insurance are inadequate to ascertain compliance with required coverage.

The Contractor is also solely responsible for obtaining and submitting all insurance certificates for any sub-Contractors.

The Contractor shall not commence any work and or services pursuant to this Agreement until all insurance required under this Section has been obtained and such insurance has been approved by the City's Risk Manager.

## **SECTION 7 LITIGATION JURISDICTION/VENUE/JURY TRIAL WAIVER**

This Agreement shall be construed in accordance with the laws of the State of Florida. This Agreement shall be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for the enforcement of this Agreement shall lie in Miami-Dade County, Florida. The prevailing party shall be entitled to the collection of court costs and reasonable attorney's fees in connection with the prosecution of said legal action. By entering into this Agreement, Contractor and the City expressly waive any rights either party may have to a trial by jury of any civil litigation related to or arising out of this Agreement.



**SECTION 8**  
**LIMITATION OF CITY'S LIABILITY**

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action, for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$200,000. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract to be limited to a maximum amount of \$200,000.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to the Contractor for damages in an amount in excess of \$200,000 for any action or claim for breach of contract arising out of the performance or non-performance of any obligations imposed upon the City by this Agreement.

Nothing contained in this section or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon the City's liability, as set forth in Section 768.28, Florida Statutes.

**SECTION 9**  
**[INTENTIONALLY DELETED]**

**SECTION 10**  
**GENERAL PROVISIONS**

**10.1 AUDIT AND INSPECTIONS**

Upon reasonable verbal or written notice to Contractor, and at any time during normal business hours (i.e. 9:00 am – 5:00 pm, Monday through Friday, excluding nationally recognized holidays), and as often as the City Manager may, in his/her reasonable discretion and judgment, deem necessary, there shall be made available to the City Manager, and/or such representatives as the City Manager may deem to act on the City's behalf, to audit, examine, and/ or inspect, any and all other documents and/or records relating to all matters covered by this Agreement. Contractor shall maintain any and all such records at its place of business at the address set forth in the "Notices" section of this Agreement.

**10.2 OWNERSHIP OF DOCUMENTS AND EQUIPMENT**

All equipment purchased pursuant to this Agreement shall remain at all times the property of the City. Upon termination of this Agreement, all equipment manuals and schematics and all software purchased through the date of termination shall remain property of the City, and the City, in its sole discretion, may alter or otherwise modify the equipment for its own use.

**10.3 ASSIGNMENT, TRANSFER OR SUBCONSULTING**

Contractor shall not subcontract, assign, or transfer all or any portion of any work and/or service under this Agreement without the prior written consent of the City Manager, which

consent, if given at all, shall be in the Manager's sole judgment and discretion. Neither this Agreement, nor any term or provision hereof, or right hereunder, shall be assignable unless as approved pursuant to this Section, and any attempt to make such assignment (unless approved) shall be void.

#### **10.4 PUBLIC ENTITY CRIMES**

Prior to commencement of the Services, the Contractor shall file a State of Florida Form PUR 7068, Sworn Statement under Section 287.133(3)(a) Florida Statute on Public Entity Crimes with the City's Procurement Division.

#### **10.5 EQUAL EMPLOYMENT OPPORTUNITY**

In connection with the performance of the Services, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, national origin, religion, sex, intersexuality, gender identity, sexual orientation, disability, marital and familial status, or age.

#### **10.6 CONFLICT OF INTEREST**

The Contractor herein agrees to adhere to and be governed by all applicable Miami-Dade County Conflict of Interest Ordinances and Ethics provisions, as set forth in the Miami-Dade County Code, and as may be amended from time to time; and by the City of Miami Beach Charter and Code, as may be amended from time to time; both of which are hereby incorporated by reference as if fully set forth herein.

The Contractor covenants that it presently has no interest and shall not acquire any interest, directly or indirectly, which could conflict in any manner or degree with the performance of the Services. The Contractor further covenants that in the performance of this Agreement, Contractor shall not knowingly employ any person having such interest. No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefits arising there from.

#### **10.7 PERFORMANCE BOND OR ALTERNATE SECURITY.**

Contractor shall, within thirty (30) days from execution of this Agreement, furnish to the City Manager or his designee a Performance Bond in the penal sums stated below for the payment of which Contractor shall bind itself for the faithful performance of the terms and conditions of this Agreement. A Performance Bond, in the amount of Three Million One Hundred Thousand (\$3,100,000.00) Dollars ("Security"), shall be provided by the Contractor in faithful observance of this Agreement for the first year of the Agreement. Thereafter, upon each renewal of the Security, the total amount of the Security shall be reduced by ten percent (10%) per year, i.e. the amount of the Security for the second year of the Agreement shall be no less than \$2,790,000.00. The City shall reimburse Contractor the first \$12,500.00 of the annual expense of the performance bond (not to exceed \$12,500.00 annually) and the Contractor shall pay for the difference. The City, at its sole discretion, may remove this requirement, by providing Contractor with thirty (30) days written notice to cancel said Performance Bond,

If Contractor is unable to secure a Performance Bond, then a cash deposit, irrevocable letter of credit, or certificate of deposit may also suffice to comply with the requirement of providing Security, as determined by the City Manager, in his sole and reasonable discretion. The form of

the Performance Bond or alternate security shall be approved by the City's Chief Financial Officer. In the event that a Certificate of Deposit is approved, it shall be for the amounts of the Security required in this Section, in favor of the City, which shall be automatically renewed for an amount no less than the required Security amount set forth in this Section, the original of which shall be held by the City's Chief Financial Officer. Contractor shall be so required to maintain said Performance Bond or alternate security in full force and effect throughout the Term of this Agreement. Contractor shall have an affirmative duty to notify the City Manager or his designee, in writing, in the event said Performance Bond or alternate security lapses or otherwise expires. All interest that accrues in connection with any financial instrument or sum of money referenced above shall be the property of Contractor, except in an event of default, in which case the City shall be entitled to all interest that accrues after the date of default.

## **SECTION 11**

### **NOTICES**

All notices and communications in writing required or permitted hereunder, shall be delivered personally to the representatives of the Contractor and the City listed below or may be mailed by U.S. Certified Mail, return receipt requested, postage prepaid, or by a nationally recognized overnight delivery service.

Until changed by notice in writing, all such notices and communications shall be addressed as follows:

#### **TO CONTRACTOR:**

**Skidata, Inc.**  
**Attention: Alexander Christi**  
**One Harvard Way, Suite #5**  
**Hillsborough, NJ 08844**

**With Copies to:**  
**Nissenbaum Law Group, LLC**  
**2400 Morris Avenue, Suite 301**  
**Union, New Jersey 07083**  
**Fax: 908-686-8550**  
**Attention: Gary D. Nissenbaum, Esq.**  
**gdn@gdnlaw.com**

#### **TO CITY:**

**City of Miami Beach**  
**Attention: City Manager**  
**1700 Convention Center Drive**  
**Miami Beach, FL 33139**

**With copies to:**

**City of Miami Beach Parking Department**  
**Attention: Saul Frances, Parking Director**  
**1755 Meridian Avenue, Suite 200**  
**Miami Beach, FL 33139**

City of Miami Beach City Attorney's Office  
Attention: Raul Aguila, City Attorney  
1700 Convention Center Drive  
Miami Beach, FL 33139

Notice may also be provided to any other address designated by the party to receive notice if such alternate address is provided via U.S. certified mail, return receipt requested, hand delivered, or by overnight delivery. In the event an alternate notice address is properly provided, notice shall be sent to such alternate address in addition to any other address which notice would otherwise be sent, unless other delivery instruction as specifically provided for by the party entitled to notice.

Notice shall be deemed given on the day on which personally served, or the day of receipt by either U.S. certified mail or overnight delivery.

## **SECTION 12** **MISCELLANEOUS PROVISIONS**

### **12.1 CHANGES AND ADDITIONS**

This Agreement cannot be modified or amended without the express written consent of the parties. No modification, amendment, or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

### **12.2 SEVERABILITY**

If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall not be affected and every other term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

### **12.3 ENTIRETY OF AGREEMENT**

The City and Contractor agree that this is the entire Agreement between the parties. This Agreement supersedes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Title and paragraph headings are for convenient reference and are not intended to confer any rights or obligations upon the parties to this Agreement.

#### **12.4 CONTRACTOR'S COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW**

Pursuant to Section 119.0701 of the Florida Statutes, if the Contractor meets the definition of "Contractor" as defined in Section 119.0701(1)(a), the Contractor shall:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service;
- (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- (d) Meet all requirements for retaining public records and transfer to the City, at no cost to the City, all public records created, received, maintained and/or directly related to the performance of this Agreement that are in possession of the Contractor upon termination of this Agreement. Upon termination of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

For purposes of this Article, the term "public records" shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business of the City.

Contractor's failure to comply with the public records disclosure requirement set forth in Section 119.0701 of the Florida Statutes shall be a breach of this Agreement.

In the event the Contractor does not comply with the public records disclosure requirement set forth in Section 119.0701 of the Florida Statutes, the City may, at the City's sole discretion, avail itself of the remedies set forth under this Agreement and available at law.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.**

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their appropriate officials, as of the date first entered above.

FOR CITY:

**CITY OF MIAMI BEACH, FLORIDA**

ATTEST:

By: \_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

FOR CONTRACTOR:

**SKIDATA, INC**

ATTEST:

By: \_\_\_\_\_  
Secretary

\_\_\_\_\_  
President

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT A

### SCOPE OF WORK

#### Statement of Work Required.

The Contractor shall provide a state of the art gated parking revenue control system including real-time centralized processing of data for all of the City's parking garages and a central monitoring station for intercoms, cameras at all entrance and exit lanes, and access control for the garage equipment (the "City Parking Control System" or the "System").

### SYSTEM OBJECTIVES

#### FUNCTIONALITY

##### A. CENTRALIZED

The objective of the System is to support the City's management of its parking garage facilities through a centralized approach. The City is seeking a centralized revenue control system that provides integration of all facilities, with the ability to remotely and in real-time:

- 1) monitor all field devices, e.g., entry station status, barrier gate status, express exit station status, cashier stations status, lane status display, UPS unit status, etc.
- 2) monitor cameras at all entrance and exit lanes and allow the City operator to provide assistance to customers including the approval of exception transactions occurring in lane.
- 3) control access to the parking facilities with the ability to change rates, fee tables and manage permit holder accounts (access cards) from one centralized location.
- 4) send all data (fee tables, user account information, etc.) to all or selected parking facilities (including all devices) from one central location.
- 5) allow users with the appropriate authorization to issue remote commands from system workstations to the field devices such as raising and lowering the barrier gates; rebooting the entry or exit station; putting the entry or exit station in or out of service; changing the lanes status signs; applying software patches and updates; etc.

The central monitoring station must be remotely accessible over an encrypted internet-based (TCP/IP) network.

##### B. SCALABLE

During the life of the System, the City may build facilities that will provide additional parking or incorporate existing parking facilities into the System. The System shall be scalable to accommodate future expansion, including additional lanes and facilities.

### C. AUDIT CAPABILITIES

The System shall have the ability to perform audit trails of all user account activities, i.e. changes in the fee tables, remote control access to devices, transactions performed, exceptions approved, etc. The use of central controls shall be logged with user ID, password, time, name/description of device controlled and action taken.

### D. REPORTING

Contractor shall provide a detailed description of the reporting capabilities of proposed software.

### E. OTHER

- 1) Rates: the System shall be capable of adjusting rates real time based upon the facility, the time of day, day of week, and special events.
- 2) Disabled parking permit holders are permitted to park in City facilities at no charge. These transactions are validated by requesting and verifying documentation from the customer. The System shall include remote in-lane validation/verification of disabled parking permits.
- 3) The City has several attended cash only surface parking lots. The System shall provide for portable mobile solutions for processing credit card, exceptions (i.e. disabled permit), QR code validations, etc. at these lots.

## **TECHNICAL REQUIREMENTS**

### A. PCI COMPLIANCE

All Vendor-provided aspects of the credit card processing subsystem shall be PCI compliant, such that no Vendor-provided product or solution will prevent the City from achieving PCI Compliance in its parking operation.

The System must ensure that the application does not implement any changes to the operating system that can potentially jeopardize PCI compliance.

### B. INTERFACE

- 1) Parking Mobile Application: The City currently has a Parking Mobile Application, developed by ParkMe that provides Miami Beach public parking facility information as well as routing (driving directions) from a default location to a selected parking location using mapping capabilities. This application interfaces with our current revenue control equipment to provide real-time garage occupancy. The System shall be able to provide real-time utilization data and interface with the Parking Mobile Application to provide real-time garage occupancy or have the ability to export data in a format that may be utilized by the Parking Mobile Application.
- 2) Accounts Receivable: The City currently utilizes manual cashier reports for the reconciliation and recording of daily revenue. The System shall interface with the City's Parking Revenue System (a proprietary software program developed by



the City's Information Technology Department) to transmit cashier/lane reports for the purposes of reconciling and recording revenue or have the ability to export data in a format that may be utilized by the City's Parking Revenue System.

- 3) Customer Accounts: The City currently utilizes a Parking Permits Manager System (a proprietary software program developed by the City's Information Technology Department) to manage and sell customer monthly permits to the parking facilities. The System shall interface with the City's Parking Permit System to retrieve customer payment status real-time or have the ability to import data real-time from the Parking Permit System to update customer account information.
- 4) Payment Credentials: The System shall have the ability to accept payment credentials i.e. bar codes, QR codes, NFC and RFID accounts at all entry and exit lanes to be used for monthly and transient users.

#### **C. ALARMS**

The System shall have the ability to automatically detect and report fault conditions. The System shall perform a diagnostic check on a routine basis and provide notification for fault conditions and equipment failure. Fault conditions shall be categorized by severity and the System shall provide notification regarding any individual fault condition, category of fault, or user-selected group of faults. The System shall provide a continuous end-to-end self-checking capability.

The System shall be capable of generating alarms for any user selectable event type. Alarm Hierarchy shall be completely configurable so that the City can adjust priority of alarms, audible tones, where the alarms are sent, etc.

#### **D. EQUIPMENT**

All equipment shall operate in all exterior weather conditions in the Miami Beach area for both indoor and outdoor conditions. Equipment exposed to outdoor conditions shall not rust or corrode for a period of no less than five (5) years; however the equipment shall be warranted for parts and labor, including replacement thereof as needed, for a period of ten (10) years.

The System configuration shall provide lane autonomy such that no single point of failure of a device shall cause an operational failure of surrounding lanes. Equipment at a single lane may fail causing a shutdown of a lane; however, the failure shall not affect other lanes.

## **EXHIBIT A-1**

### **Equipment Testing, Training, and Acceptance**

Once installed, the PARCS equipment in each facility will require a Parking System Completion Test document which must be certified by the Contractor as successfully completing all portions of the specified System testing.

Contractor shall conduct System testing, training and acceptance process, as more particularly described herein:

1. Factory Acceptance Test (FAT) prior to delivery of the equipment to the FIRST GARAGE;
2. Training of City personnel to operate and maintain the System;
3. Phase I One Day Testing (On-site Acceptance Test) for EACH GARAGE;
4. Phase II 30 - Day Testing (Operation Demonstration Test (ODT)) for EACH GARAGE; and
5. Phase III 90 - Day testing - Final Acceptance for EACH GARAGE.

The Contractor is responsible to correct any deficiencies or problems found during these tests at no cost to the City. The Contractor must correct the problems identified in each testing phase before the acceptance of the System. All acceptance testing reports shall be submitted to the City and shall be approved before acceptance of these Systems.

All the test reports generated during testing, as a direct result of System test, shall not influence the City's Daily, Weekly, Monthly, and Yearly report and the System shall be able to separate the test reports from the actual operation/production reports.

#### **1. Factory Acceptance Test (FAT)**

- A. The Factory Acceptance Test shall be comprised of structured specific tests. Prior to shipment of the System, conduct a formal Factory Acceptance Test with the City designated representative in attendance. Notify the City in writing at least two weeks prior to the FAT that a dry run of the FAT has been successfully performed and that the System is ready for the formal testing. Also, certify in the notification that all documentation scheduled for completion prior to the Factory Acceptance Test is complete and ready for inspection.
- B. Testing shall include, but not be limited to the following:
  1. Verify correct inventory of hardware. This shall include all documentation and Contractor's manuals. Documentation shall include all drawings and as-built drawings.
  2. Verify that all hardware is operational.
  3. Demonstrate all hardware and software diagnostics.
  4. Demonstrate all software and its functions and capacity.
  5. Create and demonstrate proper handling of typical error and failure conditions, and power failure and System recovery.

6. Demonstrate that all software is operational, including fee calculating, editing software, fee calculation changes, summary reporting, logon, logoff, exception transactions, date transfer, and security functions.
7. Demonstrate the operation and performance of all Cashier, Terminal, Facility Management System, and Central Management Computers including, but not limited to:
  - a. Quality control check on manufacturer.
  - b. Proper wiring and cabling.
  - c. Proper fee display.
  - d. Fee calculation and accuracy for all transactions.
  - e. Ticket reading.
  - f. Diagnostics.
  - g. Gate control.
  - h. Receipt issuing.
  - i. Summary reporting and format.
  - j. Data transfer/export.
8. Demonstrate the operations of the data collection device including, but not limited to data collection, storage and transfer to the CITS's network, applications programs, editing functions and security software.
9. Demonstrate all functions of the ticket issuing dispensers including ticket issuing, encoding, low and empty ticket alarms, and gate controls.
  - a. Demonstrate entire system operation including interfacing to existing equipment (loop detectors, loops, and intercom system).
  - b. Verify that the hardware and software documentation accurately represents the System purchased by the City.
  - c. Visual tests including, but not limited to, verifying the outer frame of the hardware is free of sharp edges, and wire management inside the device is done according to the industry standards.

## **2. System Training**

The training material shall include, but not limited to, maintenance manuals, operational manuals and drawings of all system components and software.

- A. The training provided shall be for the City's Parking Control System. Contractor's Project Manager shall coordinate and schedule the on-hands training with the City prior to the actual On-site delivery of the System to ensure City competence in the operation of the System.
- B. The Contractor shall conduct the following training classes as minimum:
  - 1. Detailed training and training documentation for City personnel concerning the use of the City's Parking Control System, its operation principles, and administrative capabilities. The Contractor shall ensure that City personnel become well acquainted with the operation and software systems to fully utilize system capabilities to aid in cost reduction and system management.
  - 2. Contractor will provide a structured training covering the knowledge areas describes in the following subsections. Spot instruction will not constitute fulfillment of this portion of the Agreement.
- C. Operator Training
  - 1. At minimum, perform training for three operator levels. Contractor may suggest/include other levels of training:
    - a. Level 1: Cashier Training. Instruct the City personnel on all features of new cashier terminals (or Central Cashier stations) and procedures for generating shift reports.
    - b. Level 2: System Monitoring and Reporting. Train City personnel on all parking management and monitoring features of the garage management system and central/remote management computer(s). Include basic data display and interpretation of graphics, addresses, system alarm and status descriptions, all manual commands, program change Operations, generation of all shift and management reports for operator levels one and two.

Upon completion of software training, a City parking garage manager/supervisor must be knowledgeable to manage the System.

- c. Level 3: Total System Programing. Train the City Management teams on all systems operating and monitoring features. Including, but not limited to, on-the-job "hands on" training on reports, system configuration, and system monitoring. This training tract will be advanced audit, accounting, and data mining procedures.
- 2. Training will be conducted by using the hands-on training methods and shall include demo (s) of the hardware and software features. After the initial PARCS installation, Contractor shall allow for modifications to the training program will be made to adjust subjects and dwell time on areas of the System that were commented upon from the initial training sessions.

**D. Maintenance Training**

1. Maintenance training shall be performed. Contractor shall ensure the City personnel and designated City staff receive instruction on the proper maintenance and repair of all the parking revenue control equipment.
2. Training shall cover normal Operations of equipment, common failures and repairs, detailed instruction of equipment Operations using Operations and maintenance manuals.
3. Train and designated City staff on equipment safety, preventive maintenance and other basic troubleshooting steps.

**E. Submittals.** Upon completion of training, Contractor shall provide the City with all shop drawings, including mounting details and wiring diagrams complete for all equipment furnished and interconnected to other related equipment; manufacture's qualifications; and warranty and maintenance manuals.

**DRAFT**

### **3. ACCEPTANCE FOR EACH GARAGE**

This section describes the requirements for the submittal of detailed inspections and testing plans and procedures for the facilities at which tests shall be conducted and acceptance by the City. During all facets of testing, the system shall meet or exceed requirements to the satisfaction of the City, in its sole, absolute, and reasonable discretion. This includes, but is not limited to, One Day Testing, 30 Day Testing, and 90 Day (Final) Acceptance Testing.

#### **A. PHASE I - ONE DAY TESTING**

##### **Test Activities**

1. All installed equipment shall undergo, at a minimum, inspections for the following:

- a. Completeness and quality of installation.
- b. Damage to equipment.
- c. Missing components and parts.
- d. Correct power and data communication connections.
- e. Correct positioning and mounting.

2. The One Day Test shall demonstrate satisfactory operation and performance of all components of equipment interconnected to simulate the configuration of components, systems and subsystems as required herein using the City's rates and discounts. The One Day Test shall be performed using components specifically manufactured to meet the specifications.

- a. The One Day Test shall demonstrate satisfactory operation and performance of all components (a representative sample of overall quantity) of equipment interconnected and the configuration of components, systems and subsystems as required herein using the City's rates, discounts and promotions.
- b. The Contractor shall provide the One Day Testing Plan, test schedule and test script formats for all testing to be submitted to the City that shall be approved by the City prior to start of the tests.
- c. The Contractor shall provide all test and diagnostic equipment including special tools, electronic equipment, meters, laptop computer with appropriate software and communication ports, signal strength meters, transceivers, etc. necessary to conduct all tests, measure and record

results, isolate, diagnose and de-bug deficiencies, and to generate reports and documentation of test results.

- d. The Contractor shall provide sufficient number of tickets, testing media and test credentials, properly encoded and prepared to test all specified features, devices, test bankcards of all major U.S. bankcard brands and other stock materials and consumables required for all test sequences.
- e. The Contractor shall perform a bankcard system certification test, in accordance with the City's contract with the bankcard transaction clearing house service provider.
- f. The Contractor shall test the bankcard payment activation process from end-to-end to ensure all accepted bankcard are successfully sent to the payment processing center. These tests shall be completed while the central server is in both online and offline status.
- g. The Contractor shall coordinate with the bankcard clearing house and City to perform server communications tests. This test confirms correct communication from the lane device to the bankcard server, to the payment processor (if applicable), to the clearinghouse. Each component of this communication path shall be tested – first with all components online, and then taking individual components offline to confirm data buffering and offline notification functionality.
- h. Certification testing shall confirm:
  - i. Compliance with EMV standards in effect.
  - ii. Compliance with the City's bankcard clearing house procedures and communication protocols.
  - iii. Transaction processing of valid and invalid bankcards.
  - iv. Transaction processing of valid and invalid debit cards.
- v. The City shall have sole, absolute, and reasonable jurisdiction over determining whether the Contractor has passed these tests.
- i. Lane components shall be interconnected and shall provide on-line data communication with software produced for this project. All entrance and exit lanes with all required devices shall be fully operational for the test.
- j. The software shall be fully integrated with all components and shall properly acquire, compile and provide all required reports of transactions, system activity and alarms, and shall demonstrate all required data security and password authorization features.
- k. Testing shall include but is not limited to reconciliation of shift reports and revenues/deposits; and the in-lane validation solution for disabled parking.
- l. Network shall be configured as on-site, to allow for proper ports and protocol setup.
- m. The test shall exercise all functional and performance features of devices, subsystems and systems as required by these specifications both in online and offline modes.

- n. The test shall include production of all required system reports using data generated from transactions, activities, violations and alarms produced during the test.
- o. The Contractor shall conduct Lane Test and shall provide one (1) staff member with full knowledge of the system devices and functionality to attend the Lane Tests to assist with any problems.
- p. Contractor shall correct deficiencies in components, subsystem or system design, manufacture or installation as required, and re-test in accordance with this section until satisfactory results are achieved, at the sole, absolute, and reasonable discretion of the City.
- q. If the components or features are not available or properly functioning at the test, the City may stop the test and resume testing after the Contractor has remedied the problems. The Contractor shall not receive payment until the system meets or exceeds requirements to the satisfaction of the City, in its sole, absolute, and reasonable discretion.
- r. At the end of the test, the Contractor shall provide the City with a Testing Report. The Report shall identify all gaps in functionality and all issues that the Contractor will be committed to resolving that have arisen from the test.

The Contractor shall not commence to the next phase until all items identified in the Testing Report have been accepted and approved through written confirmation by the City, in its sole, absolute, and reasonable discretion.

The Contractor may submit invoices for milestone payments of completed work that has satisfactorily passed the applicable Acceptance Testing period, as contained herein. The invoice shall have the City's written approval of the applicable Acceptance Testing period, as an attachment. The written approval of the applicable Acceptance Testing period shall be in the City's sole, absolute, and reasonable discretion.

## **B. PHASE II - 30 DAY TESTING - ACCEPTANCE**

1. Upon successful completion of the One Day Test, including demonstrations and training, as required herein, the City shall operate the complete system for a test period of not less than thirty (30) days.
2. The Contractor shall have a qualified and experienced technician available to troubleshoot issues eight (8) hours per weekday day during the 30 Day Testing. Outside of this standard support time, the Contractor's technician shall be on call to respond by phone within one (1) hour and arrive on site within two (2) hours of the City's initial call.



3. The Contractor shall record all test data electronically so as to provide a continuous log of systems performance that is electronically sortable for each field and that include the following:

- a. Date and time for all entries.
- b. Name of individual performing entry.
- c. Environmental conditions.
- d. City activities in process.
- e. Description of all alarm annunciations, responses, corrective actions, and causes of alarms. Provide an alarm code so that types of alarms can be consistently applied to each event and can be sorted by code.
- f. Description of all equipment failures, including software errors. Provide a failure code so that each type of failure can be consistently applied to each event and can be sorted by code.
- g. Description of all maintenance and adjustment operations performed on system. Provide a maintenance/adjustment code so that each type of maintenance can be consistently applied to each event and can be sorted by code.
- h. Daily and weekly tabulations.
- i. The Project Manager's representative designated to observe monitoring of system shall review daily entries of performance data.
- j. The following shall apply for failures during the 30 Day Testing:
  - i. All system modules and sub-systems shall be fully operational as an integrated system without downtime. For each downtime period of four (4) hours or more within a twenty-four (24) hour period, one (1) working day shall be added to the operational acceptance cycle.
  - ii. All test reports shall correlate 100% with gross and net revenue processed at each point of sale device for the test period. For inaccurate or unavailable data impacting revenue reconciliation or revenue collection and inaccurate data on the Shift Reports, Detail Transaction Report, Exception Transaction Report, Daily Revenue Summary Report, or the Bankcard Reports, one (1) working day shall be added to the test schedule for each day there is such an event or report error.

k. The Contractor shall demonstrate the ability to process transactions of a size common to the applicable garage. Volume testing may be required at the City's discretion.

I. Remediation Testing

i. Upon successful completion of the 30-day operational acceptance test, a remediation test phase shall commence to remedy any fault or deficiency discovered during the 30-day operational test phase.

ii. The 90 day acceptance test phase shall not commence until the Contractor has documented and notified the City of the resolution of all known deficiencies resulting from the 30 day operational test phase and has received approval from the City to proceed. Said notice shall be given by the City within 5 days of notification of resolution to known deficiencies and shall not be unreasonably withheld.

The Contractor shall not commence to the next phase until all items identified in the Testing Report have been accepted and approved through written confirmation by the City, in its sole, absolute, and reasonable discretion.

The Contractor may submit invoices for milestone payments of completed work that has satisfactorily passed the applicable Acceptance Testing period, as contained herein. The invoice shall have the City's written approval of the applicable Acceptance Testing period, as an attachment. The written approval of the applicable Acceptance Testing period shall be in the City's sole, absolute, and reasonable discretion.

**C. PHASE III - 90 DAY TESTING – FINAL ACCEPTANCE**

Final System Acceptance Testing

1. The final system acceptance test phase shall begin after successful completion of the following:
  - a. The remediation of the 30 Day Testing.
  - b. After any additional training as specified has been completed.
2. The Contractor shall provide on-site personnel to respond to system issues in accordance with the 90 Day Testing phase.
3. The Contractor shall monitor all systems during acceptance testing in coordination with the City in a format approved by the City.

4. The Contractor shall record all test data on approved database driven forms to provide a continuous log of systems performance that include the same data as collected during the full 90 Day test period.
5. For acceptance testing purposes, the following shall apply for failures:
  - a. A device failure that impacts operations, resulting in a loss in revenue, or requires the device to be out of service for more than four (4) hours, one (1) day shall be added to the test schedule for each occurrence.
  - b. Inaccurate or unavailable data impacting revenue reconciliation or revenue collection and inaccurate data on the Shift Reports, Detail Transaction Report, Exception Transaction Report, Daily Revenue Summary Report, or the Bankcard Reports, one (1) day shall be added to the test schedule for each day there is such an event or report error.
  - c. System failure of one or more modules, sub-systems or the core reports that would impact revenue collection is considered a system failure. As a result, the City has the option to suspend the acceptance test and the Contractor shall have fourteen (14) days to remedy the system failure before a new 30-day test cycle shall commence at the Contractor's expense.

The City shall reserve the right to terminate testing at any time when the system fails to perform as specified. Upon termination of testing, the Contractor shall commence a City defined assessment period.

Upon the City confirming, in writing, Final Acceptance of the FIRST GARAGE, and further subject to Contractor receiving a written "Notice to Proceed" from the City, which Notice to Proceed shall be at the City's sole discretion, Contractor may proceed to install the remainder of the Initial Garages, which installations may overlap, in the interest of completing the garages in a timely fashion; however, in every case, EACH GARAGE shall be subject to the Phases I through III approvals as more particularly set forth herein.

## EXHIBIT A-2

### MAINTENANCE AND SERVICE PROGRAM

#### 1. Maintenance Program

The city shall receive a ten (10) year Maintenance and Service Program (as defined in Section 2.2 of the Agreement) for any equipment and services purchased during the Term of the Agreement, which shall include all training, maintenance of hardware and software, and repairs, as more particularly set forth herein. The fixed cost for the Maintenance and Service Program for the Initial Garages shall be paid as set forth in Section 4.6 of the Agreement and the City shall not be responsible for any additional maintenance and service costs.

#### 2. Maintenance and Service Training

Training for the management staff of garage, at City's request, not to exceed three (3) times a year.

##### Free Software System Maintenance

- Includes all software upgrades and updates
- Unlimited software telephone support

##### Complete Operation Coverage

- Includes Parts and Labor cost for repair of system hardware
- Replacement of host computers every three years, at City's Discretion

(for this item, the City will pay for the host computers being replaced, based upon the market value at the time of the replacement)

- Business Alerts with Real-Time Monitoring
- Set-up and configuration of Business Alerts
- Instant e-mail notification of system alarms and issues
- Automated reporting
- Monitoring to identify potential problems and recommend solutions

##### Priority Status

- Guaranteed 2-hour maximum response time
- Training and e-Learning
- Free access to online training program
- local training of management staff, at City's request, not to exceed three

(3) times a year

#### 3. Regularly Scheduled On-Site Preventive Maintenance and Repairs

Preventative Maintenance. This service shall consist of furnishing labor and materials as required, regular examinations, adjustments and lubrication for keeping equipment in proper working order.

Repairs. Repairs of malfunctions of the equipment, including all parts and labor, including travel to and from the address and subject to the performance standards set forth in Exhibit A-3.

With respect to preventative maintenance and repairs, the following shall apply:

- A. Equipment Quarterly inspection – Each garage will receive scheduled quarterly equipment inspection for proper operation, lubrication and calibration and worn parts will be replaced.

- B. All work shall be performed by competent employees, and shall include emergency 24-hour call back service, and further subject to the performance standards set forth in Exhibit A-3.
- C. Emergency service shall be prompt, not exceeding a 2-hour response time and further subject to the performance standards set forth in Attachment D.
- D. Parts and labor for the repair of lane devices designed to minimize operation downtime.
- E. Parts and labor for the repair of equipment, including lane devices, shall be designed to minimize operation downtime. Only genuine parts and supplies shall be used in manufacture and installation of the original equipment and replacement parts, as may be needed during the term of the Agreement.
- F. Exchange Parts – Certain component parts, including, but not limited to, circuit boards and control units, will be serviced on an exchange basis to minimize equipment downtime. Loaner equipment for non-exchangeable components will be provided at no extra cost.
- G. Unauthorized Repairs - Contractor is not responsible for any repair work performed by non-Contractor personnel without the express written consent of Contractor. Any work required to correct unauthorized repairs will be invoiced at Contractor's applicable labor rates.
- H. Age/Excessive Use – If any piece of equipment will no longer perform satisfactorily due to condition, age or excessive use, Contractor will overhaul or replace the unit.

#### 4. Software Support

Agreement covers support of the software via telephone or e-mail 24 hours per day/seven days a week subject to the following:

- A. Updates: City will receive all commercially released software updates applicable to the system at no additional cost. Updates are identified by an increase in the digit(s) to the right of the last decimal in the model number of the software.
- B. Technical Support: Technical experts will provide unlimited assistance to City with operational questions, troubleshooting and general how to questions. City will provide Contractor with a phone line for a dial-in-connection to the software if the customer is using credit card processing a second phone line for testing the system.
- C. This service will include reprogramming of software due to rate or time changes, power outages, data loss or corruption.
- D. This service will include repair of malfunctions resulting from electrical power surges or power failure.
- E. Continuing Education: City will receive email invitations to the Contractor's Web conferencing and real-time interactive software demonstrations sessions along with access to Contractor's secure customer website and all applicable newsletters and technical bulletins.

## **EXHIBIT A-3**

### **PERFORMANCE STANDARDS**

This section defines requirements for minimum performance levels for the Maintenance and Service Program. Written notifications under this section may be provided in electronic form.

- A Maintenance and Service Program payments shall be made monthly to the Contractor.
- B Each month, within fifteen (15) days following the end of a month, Contractor and City staff shall meet to review the System performance and Contractor's maintenance staff performance results for the prior month. Minutes of these meetings shall become part of the permanent Contract file and shall be available to the Performance Bond Insurance Company throughout the Maintenance and Service Program Term, if requested.
- C The City shall review the System performance and the Contractor's performance based on the standards outlined below for Preventative Maintenance (PM) and Repair Services Maintenance (RS).
- D The Contractor shall submit monthly invoices that itemize the total invoice cost into scheduled PM task effort (set amount each month) and RS response effort (amount will vary based on actual effort performed each month)
- E Preventative Maintenance Performance Requirements:
  - 1. The Contractor shall provide a detailed report of the maintenance items performed in each visit to each location. This report shall be accepted by the City supervisor at the end of each visit. The report shall provide a means of tracking the preventative maintenance tasks performed.
  - 2. The Contractor shall complete no less than ninety-eight percent (98%) of all Preventative Maintenance scheduled during the month based on a schedule previously provided by Contractor. Percentages shall be calculated on the total number of Preventative Maintenance tasks scheduled for just that month and the total number of Preventative Maintenance tasks fully completed in the month even if the scheduled maintenance is a monthly, quarterly, or annual maintenance requirement. Partial completion of a scheduled Preventative Maintenance item shall not meet this requirement and shall not meet the City's standards of fully completed. Any month that falls below this level shall require a written justification from the Contractor and with measures implemented to assure City staff that performance will improve. For each percentage point below ninety-eight percent (98%) of total scheduled maintenance tasks that the Contractor does not complete, the Contractor's monthly invoice amount shall be reduced by five percent (5%). A percentage of ninety (90%) or below, without written justification accepted by the City, may be considered reason for default under the Agreement.
  - 3. Factors beyond the control of the Contractor, such as unexpected delays in parts, delays due to accidents or damage created at no fault of the Contractor, severe weather and unusual traffic volume during the holiday seasons shall be thoroughly documented in the Maintenance work order system and reported to the City the next business day. The City retains the right to determine if the non-performance was beyond the Contractor's control and is a valid reason for non-performance.

F Repair Service Maintenance and System Performance Requirements

1. The Contractor shall provide three methods of notification to be used for repair contact information. The methods of notification shall provide a means of tracking the date and time the message was delivered. Examples of some documented communication include online customer portal, cell phone, and email. The time of arrival shall be documented by the technician's access to the garage by an access card or QR/bar code. Completion time of the repair work shall have written confirmation by a City supervisor.
2. The Contractor shall respond in accordance with the two (2) hour response times defined in this Invitation to Negotiate (ITN). Performance shall be calculated as the number of response calls returned to the City within the response time, divided by the total number of response calls for the month. For each percentage point (below 98%) of total repair maintenance calls that the Contractor does not respond to within two (2) hours, the Contractor's monthly invoice shall be reduced by five percent (5%) of the amount.  
A percentage of ninety (90%) or below, without written justification accepted by the City, may be considered reason for default of contract.
3. Any repair items that result in a reduction in the level of service or operation, including but not limited to, lane closures, inoperable payment devices, etc. shall be considered critical repair items. Resolution of any critical repair items within four (4) hours after notification is required in all situations. A temporary solution is acceptable in the event replacement parts are not available in inventory. Penalties for non-compliance will be assessed according to the following table, unless the City agrees that there were factors beyond the Contractor's control that prevented them from completing the work within the time specified:

Completion time of repair	Penalty per repair
0 to 4 hours	N/A
4 to 6 hours	\$50.00
6 to 24 hours	\$100.00
24 to 36 hours	\$150.00
36 to 48 hours	\$200.00
48 to 72 hours	\$250.00

Any work exceeding 72 hours, without written justification accepted by the City, may be considered reason for default of contract.

5. Factors beyond the control of the Contractor, such as unexpected delays in parts, accidents, severe weather, and unusual traffic, shall be thoroughly documented in the Maintenance work order system and reported to the City the next business day. The City may grant relief for the service hour requirement after reviewing these factors. The City shall cooperate with the Contractor to fully explore any concerns regarding service and performance standards.
6. The City shall notify the Contractor in writing of performance problems with respect to the service standards within twenty (20) days after the end of each month based on the performance reports from the maintenance tracking system.

7. The Contractor shall be given thirty (30) days from receipt of notification to take corrective actions with respect to the problem identified by the City or request relief.

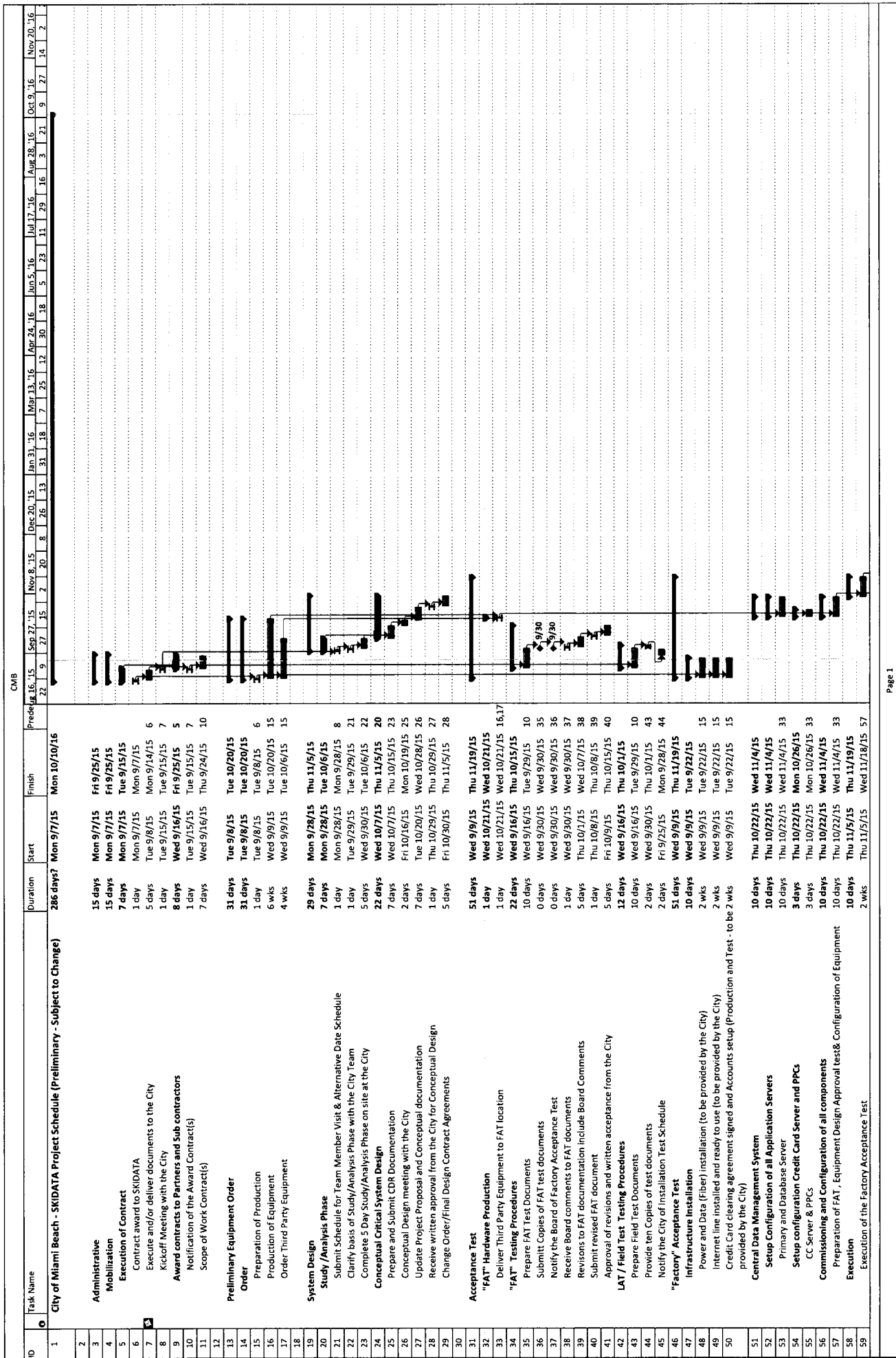
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**EXHIBIT B**

**PERFORMANCE AND MILESTONE TIMELINE  
FOR INSTALLATION OF INITIAL GARAGES**

**DRAFT**



ID	Task Name	Duration	Start	Finish	Predecessor	CMB
60	Receive written approval from the City of successful completion	0 days	Thu 11/19/15	Thu 11/19/15	59	
61	Back Office	15 days?	Thu 11/19/15	Wed 11/25/15		
62	Training	5 days	Thu 11/19/15	Wed 11/25/15	59	
63	Training for the Trainer - Supervisors & Operators	1 wk	Thu 11/19/15	Wed 11/25/15	59	
64	Maintenance Personnel	3 days	Thu 11/19/15	Mon 11/23/15	59	
65	Payment Milestone	0 days	Tue 11/24/15	Tue 11/24/15	65	
66	Submit Invoice to the City (\$12,000.00)	0 days	Tue 11/24/15	Tue 11/24/15	65	
67	PARCS Production Equipment	3 days	Thu 11/19/15	Mon 11/9/15	57	
68	Install SD Remote Desktop Client application on workstations	3 days	Thu 11/19/15	Mon 11/9/15	57	
69	General	4 days?	Thu 11/19/15	Tue 11/24/15		
70	Transfer FAT Equipment to site	3 days	Thu 11/19/15	Mon 11/23/15	59	
71	Equipment delivery on site - Audit	1 day	Tue 11/24/15	Tue 11/24/15	71	
72						
73	Site Installation	233 days	Thu 11/19/15	Mon 10/10/16		
74	G2 - 12th St. Garage	18 days?	Thu 11/19/15	Mon 12/14/15		
75	Permits	5 days	Thu 11/19/15	Wed 11/25/15	59	
76	Pull Permits and Submit Invoice to the City for reimbursement	5 days	Thu 11/19/15	Wed 11/25/15	59	
77	Installation	15 days	Thu 11/19/15	Wed 12/9/15	59	
78	New Conduits, Wire pull, Minor electric power	5 days	Thu 11/19/15	Wed 11/25/15	59	
79	Devices physical installation	3 days	Thu 11/26/15	Mon 11/30/15	79	
80	Termination	2 days	Tue 12/1/15	Wed 12/2/15	80	
81	Commissioning and Configuration of all components	2 days	Thu 12/3/15	Fri 12/4/15	81	
82	Configuration, testing, and validation	3 days	Mon 12/7/15	Wed 12/9/15	82	
83	Site Completion & Sign-off	2 days	Mon 12/7/15	Fri 12/11/15		
84	Building Inspection, Update drawings, Deliver Manuals & Equipment Warranty, Recive 2 days	2 days	Thu 12/10/15	Fri 12/11/15	83	
85	Customer's Final Written Acceptance	1 day?	Mon 12/14/15	Mon 12/14/15		
86	Payment Milestone	0 days	Mon 12/14/15	Mon 12/14/15	85	
87	Submit Invoice to the City (\$291,413.50)	17 days	Mon 12/14/15	Wed 1/6/16		
88	Submit Invoice to the City (\$116,541.14)	5 days	Mon 12/14/15	Fri 12/18/15		
89	Permits	15 days	Mon 12/14/15	Fri 1/1/16		
90	Pull Permits and Submit Invoice to the City for reimbursement	5 days	Mon 12/14/15	Fri 12/18/15	85	
91	Installation	5 days	Mon 12/14/15	Fri 12/18/15	85	
92	New Conduits, Wire pull, Minor electric power	3 days	Mon 12/21/15	Wed 12/23/15	93	
93	Devices physical installation	2 days	Thu 12/24/15	Fri 12/25/15	94	
94	Termination	2 days	Mon 12/28/15	Tue 12/29/15	95	
95	Commissioning and Configuration of all components	3 days	Wed 12/30/15	Fri 1/1/16	96	
96	Configuration, testing, and validation	2 days	Mon 1/4/16	Tue 1/5/16	97	
97	Site Completion & Sign-off	2 days	Mon 1/4/16	Tue 1/5/16		
98	Building Inspection, Update drawings, Deliver Manuals & Equipment Warranty, Recive 2 days	2 days	Mon 1/4/16	Tue 1/5/16	97	
99	Customer's Final Written Acceptance	0 days	Wed 1/6/16	Wed 1/6/16	99	
100	Payment Milestone	0 days	Wed 1/6/16	Wed 1/6/16	99	
101	Submit Invoice to the City (\$230,478.33)	17 days	Wed 1/6/16	Fri 1/29/16		
102	Permits	5 days	Wed 1/6/16	Tue 1/12/16		
103	Pull Permits and Submit Invoice to the City for reimbursement	5 days	Wed 1/6/16	Tue 1/12/16	99	
104	Installation	15 days	Wed 1/6/16	Tue 1/26/16		
105	New Conduits, Wire pull, Minor electric power	5 days	Wed 1/6/16	Tue 1/12/16	99	
106	Devices physical installation	3 days	Wed 1/13/16	Fri 1/15/16	106	
107	Termination	2 days	Mon 1/18/16	Tue 1/19/16	107	
108	Commissioning and Configuration of all components	2 days	Wed 1/20/16	Thu 1/21/16	108	
109	Configuration, testing, and validation	3 days	Fri 1/22/16	Tue 1/26/16	109	
110	Site Completion & Sign-off	2 days	Wed 1/27/16	Thu 1/28/16		
111	Building Inspection, Update drawings, Deliver Manuals & Equipment Warranty, Recive 2 days	2 days	Wed 1/27/16	Thu 1/28/16	110	
112	Customer's Final Written Acceptance	0 days	Fri 1/29/16	Fri 1/29/16		
113	Payment Milestone	0 days	Fri 1/29/16	Fri 1/29/16	112	
114	Submit Invoice to the City (\$153,416.14)	17 days	Fri 1/29/16	Tue 2/23/16		
115	Permits	5 days	Fri 1/29/16	Thu 2/4/16		
116	Pull Permits and Submit Invoice to the City for reimbursement	5 days	Fri 1/29/16	Thu 2/4/16	112	
117						

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Task Name		Duration	Start	Finish	Predecessor	CWB																											
ID	Task Name	Duration	Start	Finish	Predecessor	Aug 16, '15	Sep 27, '15	Nov 8, '15	Dec 20, '15	Jan 31, '16	Mar 13, '16	Apr 24, '16	Jun 5, '16	Jul 17, '16	Aug 28, '16	Oct 9, '16	Nov 20, '16																
118	Installation	15 days	Fri 1/29/16	Thu 2/18/16																													
119	New Conduits, Wire pull, Minor electric power	5 days	Fri 1/29/16	Thu 2/4/16	112																												
120	Devices physical installation	3 days	Fri 2/5/16	Tue 2/9/16	119																												
121	Termination	2 days	Wed 2/10/16	Thu 2/11/16	120																												
122	Commissioning and Configuration of all components	2 days	Fri 2/12/16	Mon 2/15/16	121																												
123	Configuration, testing, and validation	3 days	Tue 2/16/16	Mon 2/18/16	122																												
124	Site Completion & Sign-off	2 days	Fri 2/19/16	Mon 2/22/16																													
125	Building Inspection, Update drawings, Deliver Manuals & Equipment Warranty, Receive 2 days Customer's Final Written Acceptance	2 days	Fri 2/19/16	Mon 2/22/16	123																												
126	Payment Milestone	0 days	Tue 2/23/16	Tue 2/23/16																													
127	Submit Invoice to the City ( \$278,166.74 )	0 days	Tue 2/23/16	Tue 2/23/16	125																												
128	G4 - 16th St. Garage	27 days	Tue 2/23/16	Wed 3/30/16																													
129	Permits	5 days	Tue 2/23/16	Mon 2/29/16																													
130	Pull Permits and Submit Invoice to the City for reimbursement	5 days	Tue 2/23/16	Mon 2/29/16	125																												
131	Installation	25 days	Tue 2/23/16	Mon 3/28/16																													
132	New Conduits, Wire pull, Minor electric power	8 days	Tue 2/23/16	Mon 3/1/16	125																												
133	Devices physical installation	9 days	Fri 3/4/16	Wed 3/16/16	132																												
134	Termination	3 days	Thu 3/17/16	Mon 3/21/16	133																												
135	Commissioning and Configuration of all components	2 days	Tue 3/22/16	Wed 3/23/16	134																												
136	Configuration, testing, and validation	3 days	Thu 3/24/16	Mon 3/28/16	135																												
137	Site Completion & Sign-off	2 days	Tue 3/29/16	Wed 3/30/16																													
138	Building Inspection, Update drawings, Deliver Manuals & Equipment Warranty, Receive 2 days Customer's Final Written Acceptance	2 days	Tue 3/29/16	Wed 3/30/16	136																												
139	Payment Milestone	0 days	Wed 3/30/16	Wed 3/30/16																													
140	Submit Invoice to the City ( \$329,167.33 )	0 days	Wed 3/30/16	Wed 3/30/16	138																												
141	G5 - 17th St. Garage	33 days	Fri 4/22/16	Wed 6/8/16																													
142	Permits	5 days	Fri 4/22/16	Thu 4/28/16																													
143	Pull Permits and Submit Invoice to the City for reimbursement	5 days	Fri 4/22/16	Thu 4/28/16	138																												
144	Installation	31 days	Fri 4/22/16	Fri 6/3/16																													
145	New Conduits, Wire pull, Minor electric power	10 days	Fri 4/22/16	Thu 5/5/16	138																												
146	Devices physical installation	12 days	Fri 5/6/16	Mon 5/23/16	145																												
147	Termination	4 days	Tue 5/24/16	Fri 5/27/16	146																												
148	Commissioning and Configuration of all components	2 days	Mon 5/30/16	Tue 5/31/16	147																												
149	Configuration, testing, and validation	3 days	Wed 6/1/16	Fri 6/3/16	148																												
150	Site Completion & Sign-off	2 days	Mon 6/6/16	Tue 6/7/16																													
151	Building Inspection, Update drawings, Deliver Manuals & Equipment Warranty, Receive 2 days Customer's Final Written Acceptance	2 days	Mon 6/6/16	Tue 6/7/16	149																												
152	Payment Milestone	0 days	Wed 6/8/16	Wed 6/8/16																													
153	Submit Invoice to the City ( \$675,352.31 )	0 days	Wed 6/8/16	Wed 6/8/16	151																												
154	G9 - Penn Ave. Garage	22 days	Wed 6/8/16	Fri 7/8/16																													
155	Permits	5 days	Wed 6/8/16	Tue 6/14/16																													
156	Pull Permits and Submit Invoice to the City for reimbursement	5 days	Wed 6/8/16	Tue 6/14/16	153																												
157	Installation	20 days	Wed 6/8/16	Tue 7/5/16																													
158	New Conduits, Wire pull, Minor electric power	4 days	Wed 6/8/16	Mon 6/13/16	153																												
159	Devices physical installation	7 days	Tue 6/14/16	Wed 6/22/16	158																												
160	Termination	4 days	Thu 6/23/16	Tue 6/28/16	159																												
161	Commissioning and Configuration of all components	2 days	Wed 6/29/16	Thu 6/30/16	160																												
162	Configuration, testing, and validation	3 days	Fri 7/1/16	Tue 7/5/16	161																												
163	Site Completion & Sign-off	2 days	Wed 7/6/16	Thu 7/7/16																													
164	Building Inspection, Update drawings, Deliver Manuals & Equipment Warranty, Receive 2 days Customer's Final Written Acceptance	2 days	Wed 7/6/16	Thu 7/7/16	162																												
165	Payment Milestone	0 days	Fri 7/8/16	Fri 7/8/16																													
166	Submit Invoice to the City ( \$446,452.12 )	0 days	Fri 7/8/16	Fri 7/8/16	164																												
167	G7 - City Hall Garage	22 days	Fri 7/8/16	Tue 8/9/16																													
168	Permits	5 days	Fri 7/8/16	Thu 7/14/16																													
169	Pull Permits and Submit Invoice to the City for reimbursement	5 days	Fri 7/8/16	Thu 7/14/16	166																												
170	Installation	20 days	Fri 7/8/16	Thu 8/4/16																													
171	New Conduits, Wire pull, Minor electric power	4 days	Fri 7/8/16	Wed 7/13/16	166																												
172	Devices physical installation	7 days	Thu 7/14/16	Fri 7/22/16	171																												
173	Termination	4 days	Mon 7/25/16	Thu 7/28/16	172																												
174	Commissioning and Configuration of all components	2 days	Fri 7/29/16	Mon 8/1/16	173																												
175	Configuration, testing, and validation	3 days	Tue 8/2/16	Thu 8/4/16	174																												

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ID	Task Name	Duration	Start	Finish	Predecessor	CMB																							
						Aug 16, '15	Sep 27, '15	Nov 8, '15	Dec 20, '15	Jan 31, '16	Mar 13, '16	Apr 24, '16	Jun 5, '16	Jul 17, '16	Aug 28, '16	Oct 9, '16	Nov 20, '16												
176	<b>Site Completion &amp; Sign-off</b>	2 days	Fri 8/5/16	Mon 8/8/16	175																								
177	Building Inspection, Update drawings, Deliver Manuals & Equipment Warranty , Recvce 2 days	2 days	Fri 8/5/16	Mon 8/8/16	175																								
178	Customer's Final Written Acceptance	0 days	Tue 8/9/16	Tue 8/9/16	177																								
179	<b>Payment Milestone</b>	22 days	Tue 8/9/16	Wed 9/7/16	177																								
180	Submit Invoice to the City ( \$360,325.74 )	5 days	Tue 8/9/16	Mon 8/15/16	179																								
181	<b>G10 - Sunset Harbor Garage</b>	20 days	Tue 8/9/16	Mon 9/5/16	179																								
182	Permits	4 days	Tue 8/9/16	Fri 8/12/16	179																								
183	New Conduits, Wire pull, Minor electric power	7 days	Mon 8/15/16	Tue 8/23/16	184																								
184	Devices physical Installation	4 days	Wed 8/24/16	Mon 8/29/16	185																								
185	Termination	2 days	Tue 8/30/16	Wed 8/31/16	186																								
186	Commissioning and Configuration of all components	3 days	Tue 9/1/16	Mon 9/5/16	187																								
187	Configuration, testing, and validation	2 days	Tue 9/6/16	Wed 9/7/16	188																								
188	<b>Site Completion &amp; Sign-off</b>	2 days	Tue 9/6/16	Wed 9/7/16	188																								
189	Building Inspection, Update drawings, Deliver Manuals & Equipment Warranty , Recvce 2 days	2 days	Tue 9/6/16	Wed 9/7/16	188																								
190	Customer's Final Written Acceptance	0 days	Wed 9/7/16	Wed 9/7/16	190																								
191	<b>Payment Milestone</b>	0 days	Wed 9/7/16	Wed 9/7/16	190																								
192	Submit Invoice to the City ( \$351,854.74 )	22 days	Thu 9/8/16	Mon 10/10/16	192																								
193	<b>G8 - 5th &amp; Alton Garage</b>	5 days	Thu 9/8/16	Wed 9/14/16	192																								
194	Permits	20 days	Thu 9/8/16	Wed 10/5/16	192																								
195	Pull Permits and Submit Invoice to the City for reimbursement	4 days	Thu 9/8/16	Tue 9/13/16	192																								
196	New Conduits, Wire pull, Minor electric power	7 days	Thu 9/8/16	Thu 9/22/16	197																								
197	Devices physical Installation	4 days	Fri 9/23/16	Wed 9/28/16	198																								
198	Termination	2 days	Thu 9/29/16	Fri 9/30/16	199																								
199	Commissioning and Configuration of all components	3 days	Mon 10/3/16	Wed 10/5/16	200																								
200	Configuration, testing, and validation	2 days	Thu 10/6/16	Fri 10/7/16	201																								
201	<b>Site Completion &amp; Sign-off</b>	2 days	Thu 10/6/16	Fri 10/7/16	201																								
202	Building Inspection, Update drawings, Deliver Manuals & Equipment Warranty , Recvce 2 days	2 days	Thu 10/6/16	Fri 10/7/16	201																								
203	Customer's Final Written Acceptance	0 days	Mon 10/10/16	Mon 10/10/16	203																								
204	<b>Payment Milestone</b>	0 days	Mon 10/10/16	Mon 10/10/16	203																								
205	Submit Invoice to the City( \$389,743.93 )	0 days	Mon 10/10/16	Mon 10/10/16	203																								

**EXHIBIT C**  
**COST PROPOSAL SHEET**

DRAFT

## EXHIBIT C

## ITN 2014-170-SW

**Parking Revenue Control System (PRCS) Pricing**

The Respondent shall provide pricing for the PRCS elements listed in the following form, to include the itemization as specified below. PRCS elements in this form are those that would be typically implemented to support the High Level PRCS Functional Requirements described in this ITN. This comparative price form is intended to facilitate the ITN evaluation process and does not necessarily reflect the PRCS configuration that will be implemented for Miami Beach facilities. Final PRCS order of goods and services will be tabulated and issued to the successful PRCS Vendor for final pricing.

**NOTE:** Solution offered by SKIDATA includes an integration of EMV (Europay MasterCard and Visa) payment terminals in all of the exit payment devices and Pay on Foot machines.

**VII. EQUIPMENT COST (delivered)****A. LANES****1. Entrance Lane**

Access Card Reader	1	\$	347.00	
City ID Reader	1	Included		
QR Code/BarCode Reader	1	\$	1,210.00	
Barrier Gate	1	\$	2,833.00	
Lane open/closed sign	1	\$	759.00	
Loop	1	\$	579.00	
Ticket Burster - Magnetic Stripe - \$3,053.00	1	\$	-	
Ticket Burster - QR/Barcode	1	\$	8,908.00	
Pin Camera at Burster/Reader Level	1	\$	1,000.00	
Basic Installation	1	\$	1,500.00	
<b>Sub-Total Entrance Lane - EACH</b>		<b>\$</b>	<b>17,136.00</b>	
G1 - 7th Street Garage	1	\$	17,136.00	
G2 - 12th Street Garage	1	\$	17,136.00	
G3 - 13th Street Garage	1	\$	17,136.00	
G4 - 16th Street Garage	1	\$	17,136.00	
G5 - 17th Street Garage	5	\$	85,680.00	
G6 - 42nd Street Garage	2	\$	34,272.00	
G7 - City Hall Garage	1	\$	17,136.00	
G8 - 5th & Alton Garage	2	\$	34,272.00	
G9 - Pennsylvania Avenue Garage	3	\$	51,408.00	
G10 - Sunset Harbor Garage	1	\$	17,136.00	
<b>Sub-Total Entrance Lanes - ALL GARAGES</b>	<b>18</b>	<b>\$</b>	<b>308,448.00</b>	<b>\$ 308,448.00</b>

**2. Exit Lane**

Access Card Reader	1	\$	347.00	
City ID Reader	1	Included		
QR Code/BarCode Reader	1	\$	1,210.00	
Barrier Gate	1	\$	2,833.00	
Lane open/closed sign	1	\$	759.00	
Loop	1	\$	579.00	
Magnetic Stripe Reader	1	Included		
Pay in Lane with credit card <b>ONLY</b> option	1	\$	13,309.00	
Validation in-lane station (with intercom, CCTV, and access control to remotely verify credentials from central cashier station)	1	\$	4,689.00	
Basic Installation	1	\$	1,500.00	
<b>Sub-Total Exit Lane - EACH</b>		<b>\$</b>	<b>25,226.00</b>	
G1 - 7th Street Garage	1	\$	25,226.00	
G2 - 12th Street Garage	1	\$	25,226.00	
G3 - 13th Street Garage	1	\$	25,226.00	
G4 - 16th Street Garage	1	\$	25,226.00	
G5 - 17th Street Garage	4	\$	100,904.00	
G6 - 42nd Street Garage	2	\$	50,452.00	
G7 - City Hall Garage	1	\$	25,226.00	
G8 - 5th & Alton Garage	3	\$	75,678.00	
G9 - Pennsylvania Avenue Garage	2	\$	50,452.00	
G10 - Sunset Harbor Garage	1	\$	25,226.00	
<b>Sub-Total Exit Lanes - ALL GARAGES</b>	<b>17</b>	<b>\$</b>	<b>428,842.00</b>	<b>\$ 428,842.00</b>

<b>3. Reversible Lanes</b>			
Access Card Reader	2	\$	694.00
City ID Reader	2	Included	
QR Code/BarCode Reader	2	\$	2,420.00
Barrier Gate	2	\$	5,666.00
Lane open/closed sign	2	\$	1,518.00
Loop	1	\$	1,158.00
Ticket Burster - Magnetic Stripe - \$3,053.00	1	\$	-
Ticket Burster - QR/Barcode	1	\$	8,908.00
Pin Camera at Burster/Reader Level	1	\$	1,000.00
Magnetic Stripe Reader	1	\$	-
Pay in Lane with credit card option	1	\$	13,309.00
Validation in-lane station (with intercom, CCTV, and access control to remotely verify credentials from central cashier station)	1	\$	4,689.00
Basic Installation	1	\$	3,000.00
<b>Sub-Total Reversible Lane - EACH</b>		<b>\$</b>	<b>42,362.00</b>
G1 - 7th Street Garage	1	\$	42,362.00
G2 - 12th Street Garage	0	\$	-
G3 - 13th Street Garage	0	\$	-
G4 - 16th Street Garage	2	\$	84,724.00
G5 - 17th Street Garage	0	\$	-
G6 - 42nd Street Garage	0	\$	-
G7 - City Hall Garage	1	\$	42,362.00
G8 - 5th & Alton Garage	0	\$	-
G9 - Pennsylvania Avenue Garage	2	\$	84,724.00
G10 - Sunset Harbor Garage	1	\$	42,362.00
<b>Sub-Total Reversible Lanes - ALL GARAGES</b>	<b>7</b>	<b>\$</b>	<b>296,534.00</b>
			\$ 296,534.00
<b>A. LANES - TOTAL</b>			<b>\$ 1,033,824.00</b>

## B. Automated Pay Station (APS)

### 1. APS - cash/credit card

Cash (Bills ONLY) and Credit Card APS	1	\$	33,266.00	NOTE: Provide cost for Bill and Coin APS - however, cost will not be included in total.
Cash (Bills and Coins) and Credit Card APS	1	\$	33,266.00	
Basic Installation	1	\$	2,000.00	
<b>Sub-Total APS (cash/credit card) - EACH</b>		<b>\$</b>	<b>35,266.00</b>	
G1 - 7th Street Garage	4	\$	141,064.00	
G2 - 12th Street Garage	1	\$	35,266.00	
G3 - 13th Street Garage	2	\$	70,532.00	
G4 - 16th Street Garage	4	\$	141,064.00	
G5 - 17th Street Garage	7	\$	246,862.00	
G6 - 42nd Street Garage	2	\$	70,532.00	
G7 - City Hall Garage	4	\$	141,064.00	
G8 - 5th & Alton Garage	6	\$	211,596.00	
G9 - Pennsylvania Avenue Garage	5	\$	176,330.00	
G10 - Sunset Harbor Garage	6	\$	211,596.00	
<b>Sub-Total APS (cash/credit card) - ALL GARAGES</b>	<b>41</b>	<b>\$</b>	<b>1,445,906.00</b>	<b>\$ 1,445,906.00</b>

### 2. APS - credit card

Credit Card Only APS	1	\$	16,931.00	
Basic Installation	1	\$	2,000.00	
<b>Sub-Total APS (credit card) - EACH</b>		<b>\$</b>	<b>18,931.00</b>	
G1 - 7th Street Garage	0	\$	-	
G2 - 12th Street Garage	0	\$	-	
G3 - 13th Street Garage	0	\$	-	
G4 - 16th Street Garage	0	\$	-	
G5 - 17th Street Garage	7	\$	132,517.00	
G6 - 42nd Street Garage	1	\$	18,931.00	
G7 - City Hall Garage	4	\$	75,724.00	
G8 - 5th & Alton Garage	0	\$	-	
G9 - Pennsylvania Avenue Garage	0	\$	-	
G10 - Sunset Harbor Garage	0	\$	-	
<b>Sub-Total APS (credit card only) - ALL GARAGES</b>	<b>12</b>	<b>\$</b>	<b>227,172.00</b>	<b>\$ 227,172.00</b>

**B. APS - TOTAL \$ 1,673,078.00**



<b>C. Central Monitoring System</b>						
<b>1. Garage Office</b>						
Desktop with double monitor	1	\$	1,500.00			
Intercom	1	\$	484.00			
Cashier Station	1	\$	8,081.00			
Basic Installation	1	\$	1,500.00			
<b>Sub-Total Garage Office - EACH</b>		<b>\$</b>	<b>11,565.00</b>			
G1 - 7th Street Garage	1	\$	11,565.00			
G2 - 12th Street Garage	1	\$	11,565.00			
G3 - 13th Street Garage	1	\$	11,565.00			
G4 - 16th Street Garage	1	\$	11,565.00			
G5 - 17th Street Garage	1	\$	11,565.00			
G6 - 42nd Street Garage	1	\$	11,565.00			
G7 - City Hall Garage	1	\$	11,565.00			
G8 - 5th & Alton Garage	1	\$	11,565.00			
G9 - Pennsylvania Avenue Garage	1	\$	11,565.00			
G10 - Sunset Harbor Garage	1	\$	11,565.00			
<b>Sub-Total Garage Office - ALL GARAGES</b>	<b>10</b>	<b>\$</b>	<b>115,650.00</b>	<b>\$</b>	<b>115,650.00</b>	
<b>2. Central Station</b>						
Desktop with double monitor	3	\$	4,500.00			3 WorkStations with double monitors total price 3 Desktop Command Master Stations
Intercom	3	\$	1,452.00			
Basic Installation	1	\$	1,500.00			
<b>Sub-Total Central Station</b>		<b>\$</b>	<b>7,452.00</b>	<b>\$</b>	<b>7,452.00</b>	
<b>C. Central Monitoring System - TOTAL</b>					<b>\$</b>	<b>123,102.00</b>
<b>VII. TOTAL EQUIPMENT COST (delivered)</b>						
<b>A. Lanes; B. APS; C. Central Station    \$ 2,830,004.00</b>						

<b>VIII. ADDITIONAL INSTALLATION COST</b>				
Please specify any garage specific additional installation costs based on your site visit findings. <b>NOT INCLUDING THE REMOVAL OF THE EXISTING EQUIPMENT.</b> Provide a detailed description of what the cost includes seperately.				
<b>Additional Installation Cost Per Garage</b>				
G1 - 7th Street Garage		\$	11,270.00	Please attach supporting back-up documentation under separate cover.
G2 - 12th Street Garage		\$	4,226.00	
G3 - 13th Street Garage		\$	5,635.00	
G4 - 16th Street Garage		\$	14,087.00	
G5 - 17th Street Garage		\$	32,401.00	
G6 - 42nd Street Garage		\$	9,861.00	
G7 - City Hall Garage		\$	16,905.00	
G8 - 5th & Alton Garage		\$	15,496.00	
G9 - Pennsylvania Avenue Garage		\$	19,693.00	
G10 - Sunset Harbor Garage		\$	14,176.00	
<b>Total Additional Installation</b>		<b>\$</b>	<b>143,750.00</b>	<b>\$</b>
<b>VIII. TOTAL ADDITIONAL INSTALLATION COST</b>				<b>\$ 143,750.00</b>

NOTE: SKIDATA will be replacing existing wiring and pulling Cat5e cable from the local (garage) IT network server room to all lane devices and APM machines. In some cases fiber will be utilized depending on distance.

## IX. SOFTWARE COST

Please provide the cost for independently operated garages with central management capabilities including software. Specify if there is a limit in the number of user accounts. Also provide the cost for the addition of garages (per garage). Attach any additional documentation needed to explain your software/server fees.

Software Cost Per Garage			
G1 - 7th Street Garage			
G2 - 12th Street Garage			
G3 - 13th Street Garage			
G4 - 16th Street Garage			
G5 - 17th Street Garage			
G6 - 42nd Street Garage			
G7 - City Hall Garage			
G8 - 5th & Alton Garage			
G9 - Pennsylvania Avenue Garage			
G10 - Sunset Harbor Garage			
Central Station	\$	331,579.00	One Time software cost
<b>Total Software Cost</b>	\$	<b>331,579.00</b>	
Cost for additional Garages (per garage)			NOTE: this section is not included in the total for IX. Total Software Cost.
One time for new equipment: \$1,100 for Entry/Exit Column \$3520 for POF (Easy.Cash), \$1,550 for POF(Credit.cash)		Device license fee only	
Maximum Number of User accounts (if any)		None	
Cost for additional users		\$ 1,534.00	
<b>IX. TOTAL SOFTWARE COST</b>			<b>\$ 331,579.00</b>

## X. EXISTING EQUIPMENT

### A. REMOVAL

Cost to remove existing equipment/per garage			
G1 - 7th Street Garage	\$	1,400.00	NOTE: cost quoted needs to include the removal and disposal of the existing equipment. Vendor must comply with handling and disposal safety requirements. The City will not provide a storage location or dumpster for equipment.
G2 - 12th Street Garage	\$	500.00	
G3 - 13th Street Garage	\$	700.00	
G4 - 16th Street Garage	\$	1,700.00	
G5 - 17th Street Garage	\$	4,150.00	
G6 - 42nd Street Garage	\$	1,200.00	
G7 - City Hall Garage	\$	2,200.00	
G8 - 5th & Alton Garage	\$	1,950.00	
G9 - Pennsylvania Avenue Garage	\$	2,050.00	
G10 - Sunset Harbor Garage	\$	1,650.00	
<b>Total Cost to remove existing Equipment</b>	\$	<b>17,500.00</b>	
<b>A. REMOVAL - TOTAL</b>			<b>\$ 17,500.00</b>

### B. REBATE/PURCHASE

Rebate/Purchase of existing equipment/per garage			
G1 - 7th Street Garage	\$	5,000.00	NOTE: rebate/purchase amount is applied as negative (credit) in the total below for Section X. Total Existing Equipment.
G2 - 12th Street Garage	\$	5,000.00	
G3 - 13th Street Garage	\$	5,000.00	
G4 - 16th Street Garage	\$	5,000.00	
G5 - 17th Street Garage	\$	5,000.00	
G6 - 42nd Street Garage	\$	5,000.00	
G7 - City Hall Garage	\$	5,000.00	
G8 - 5th & Alton Garage	\$	5,000.00	
G9 - Pennsylvania Avenue Garage	\$	5,000.00	
G10 - Sunset Harbor Garage	\$	5,000.00	
<b>Total Rebate/Purchase - ALL GARAGES</b>	\$	<b>50,000.00</b>	
<b>B. REBATE/PURCHASE - TOTAL</b>			<b>\$ (50,000.00)</b>

## X. TOTAL EXISTING EQUIPMENT

A. Removal Cost; B. Rebate/Purchase **\$ (32,500.00)**

## XI. MAINTENANCE COST

Provide cost proposal for maintenance to include 2 hour response time for on-site technician, 24 hour help desk technical assistance and on-site cabinet with replacement parts.

Next day delivery of replacement parts. - **Complete the "XI-MAINTENANCE" tab with yearly costs.**

Maintenance Cost per Garage		TOTAL FOR 10 YEARS		Complete XI-MAINTENANCE tab
G1 - 7th Street Garage	\$	244,962.46		
G2 - 12th Street Garage	\$	84,217.46		
G3 - 13th Street Garage	\$	116,366.46		
G4 - 16th Street Garage	\$	309,261.46		
G5 - 17th Street Garage	\$	727,197.46		
G6 - 42nd Street Garage	\$	212,811.46		
G7 - City Hall Garage	\$	373,558.46		
G8 - 5th & Alton Garage	\$	341,409.46		
G9 - Pennsylvania Avenue Garage	\$	437,201.46		
G10 - Sunset Harbor Garage	\$	311,280.46		
Total Yearly Maintenance Cost - ALL GARAGES		\$	3,158,266.56	\$ 3,158,266.56
<b>XI. MAINTENANCE COST - (10 YEARS) - TOTAL \$ 3,158,266.56</b>				

## OTHER

Please list any other items not included in this cost proposal sheet that is required to meet the specifications and functionality included herein. NOTE: City will pay for direct permit costs.

Other Items			Comments	
Servers and all related hardware for FMS	\$	75,588.00		One Time fee for all servers used in project
Lane UPS (60 minutes) per lane (\$3,916 x 42 lanes)	\$	164,472.00		Price for 1 lane (UPS)
Intercom server and backend equipment	\$	37,184.00		One time fee for all Commend VOIP server and related hardware and licenses
MerAPI monitoring and Alert system (annual fee incl in maint)	\$	5,400.00		Annual fee for optional REMCO remote monitoring and control
Training of Personnel (8 Days)	\$	12,000.00		
Installation (Project management,materials,documentation,commisioning)	\$	54,925.00		One time fee for project
barrier Floding Arms (\$695 ea.) 18 Units required	\$	12,510.00		One time cost for all required folding arms (ADA)
Other Items - TOTAL		\$ 362,079.00		\$ 362,079.00
WEBKey Managed System (annual fee year 1)	\$	9,500.00	ITEMS NOT INCLUDED IN TOTAL	
WEBKey Managed System (annual fee maintenance years 2-10)	\$	98,617.00		
Pedestrian Alert signage (Per Garage)(\$1,349 x 10 garages)	\$	13,490.00		
Lot Full Signage (\$473ea x 10 garages)	\$	4,730.00		
OTHER - TOTAL			\$	362,079.00

## TOTAL COST PROPOSAL

VII. Equipment Cost	\$ 2,830,004.00
VIII. Additional Installation Cost	\$ 143,750.00
IX. Software Cost	\$ 331,579.00
X. Existing Equipment	\$ (32,500.00)
XI. Maintenance Cost	\$ 3,158,266.56
Other	\$ 362,079.00

**TOTAL COST PROPOSAL** \$ 6,793,178.56

Firm Name:

SKIDATA Inc.

Primary Account Representative:

Stephan Sussman

print name



signature

Date:

**EXHIBIT D**

**INSURANCE REQUIREMENTS**

**DRAFT**



# MIAMI BEACH

## INSURANCE REQUIREMENTS

The contractor shall furnish to Department of Procurement, City of Miami Beach, 1700 Convention Center Drive, 3<sup>rd</sup> Floor, Miami Beach, Florida 33139, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. **Worker's Compensation Insurance** for all employees of the vendor as required by Florida Statute 440.
- B. **Commercial General Liability** on a comprehensive basis, including Contractual Liability, Products/Completed Operations, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. **City of Miami Beach must be shown as an additional insured with respect to this coverage.**
- C. **Automobile Liability Insurance** covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- D. **Installation Floater Insurance** including coverage for material & equipment to be installed during the course of this project. City of Miami Beach shall be included as a Named Insured on this policy, as its insurable interest may appear. This policy shall remain in force until acceptance of the project by the City.

All deductibles for insurance required in the Agreement are the responsibility of the Contractor.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the vendor.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the City Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days in advance notice to the certificate holder.

**CERTIFICATE HOLDER MUST READ:**

**CITY OF MIAMI BEACH  
1700 CONVENTION CENTER DRIVE  
3<sup>rd</sup> FLOOR  
MIAMI BEACH, FL 33139**

Compliance with the foregoing requirements shall not relieve the vendor of his liability and obligation under this section or under any other section of this agreement.

**EXHIBIT E**  
**SKIDATA SOFTWARE LICENSE**

DRAFT



## SKIDATA SOFTWARE LICENSE

The following terms govern your use of certain SKIDATA software that is being licensed to you by SKIDATA AG ("**SKIDATA**"), an Austrian corporation, with an address of Untersbergstrasse 40 A-5083 Grödig/Salzburg Austria (SKIDATA and you are hereafter collectively referred to as the "**Parties**," each a "**Party**"). These terms also apply to any software updates, supplements and support services that you may obtain from SKIDATA. By signing the document below, signing the acknowledgement that was sent with these terms, or by using the software that is identified in the purchase order ("**Software**") and further described in the Software Fact Sheet you have accepted ("**Fact Sheet**"), you accept these terms and the Agreement as a whole. If you do not accept these terms, do not use the Software.

In addition, the Parties acknowledge and agree that your obligations hereunder are in consideration of SKIDATA's extension of the right to you to use the Software as set forth within this Agreement, and you acknowledge the receipt, adequacy and legal sufficiency of that consideration by SKIDATA.

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- While you may own the disk or other physical media upon which the Software is recorded or fixed, SKIDATA retains ownership of the Software itself and all trademarks, copyrights, patent, trade secret, and other intellectual property proprietary rights therein. Nothing herein shall provide you with any right, title or interest in the Software other than pursuant to the limited License being granted. You promise not to do anything inconsistent with SKIDATA's ownership of the Software and shall not claim adversely to SKIDATA, or assist any third-party in attempting to claim adversely to SKIDATA, such ownership.

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- The License may be provided to you through one of SKIDATA's authorized, third-party distributors ("**Authorized Distributor**"). You acknowledge that you are not a third party beneficiary of any separate agreement between SKIDATA and the Authorized Distributor with respect to the Software. You will make suitable arrangements directly with the Authorized Distributor for the ordering and/or delivery of the Software.

- Moreover, in the event that the License is obtained through an Authorized Distributor, you agree to pay the fee associated with the license of the Software ("**License Fee**") to that Authorized Distributor. Notwithstanding the foregoing, you agree to direct all payments directly to SKIDATA upon SKIDATA's written request.

### License Fee

- SKIDATA shall be entitled to receive from you a non-recurring or a recurring license fee for the granting of the license. The amount of payment for such license fee is stipulated in a separate contract between the Parties. Unless otherwise agreed upon in writing recurring license fee shall mean annual fee payable for one year in advance and are due upon the effective date of the separate contract between the Parties.

- SKIDATA is entitled to reasonably adjust recurring license fees annually. Any reimbursement of already paid license fees or any adjustment of due license fees in case of termination is excluded.

## YOU RESPONSIBILITIES

- You covenant and agree to comply strictly with all E.U. and U.S. export control laws and/or export or import regulations in other countries that are applicable to the Software and obtain all licenses to export, re-export or import the Software.
- You hereby grant to SKIDATA or any representative it authorizes, the right to examine your systems, computers, books, records and accounts during normal business hours. Where such audit discloses that the permitted number of Devices is exceeded, you will promptly pay SKIDATA the appropriate License Fee for the additional Devices.
- You shall not sublicense, transfer any of the rights to the Software. This license is conditionally assignable as authorized by SKIDATA which will not be unreasonably withheld.
- You acknowledge that SKIDATA has invested and will continue to invest significant time and money in the development and promotion of its products and services, which has and will continue to result in the generation of proprietary, confidential and/or trade secret information and materials, tangible and intangible, which properly belong to SKIDATA, or as to which SKIDATA has the right to utilize on a confidential basis. All such information that you learn relating to the Software shall be deemed as trade secret information. You covenant and agree to perpetually hold all trade secret information in strict confidence and in trust. You shall not use, or disclose to any third parties, any trade secret information other than as expressly permitted herein. You will not yourself, nor will you allow any third party to: (a) reverse engineer, decompile, disassemble or otherwise reduce the Software to any human perceivable form; (b) modify, adapt, translate or create derivative works based upon the Software, the written materials accompanying the Software, or any part thereof; (c) combine the Software with any kind of open-source-software; (d) use or permit the Software to be used for or in a third party product; or (e) make or use any copies of the Software, even if the Software has been merged or included with other software, or any accompanying materials for any purpose other than as provided in this Agreement. If you create a back-up copy in accordance with the provisions herein, you shall (a) include all copyright notices and/or proprietary notices that are affixed to or appearing in the original copy; and (b) shall provide SKIDATA with immediate written notice of the same.

Use of the Software may be subject to third party and regulatory requirements. It is solely your responsibility to determine what of these apply to you and ensuring that you are complying with those requirements.

- Your obligations under this section shall survive termination of this Agreement.

## MAINTENANCE, UPDATES AND UPGRADES

- SKIDATA may provide you with Software updates, including without limitation, any compatible hardware, service packs, hot fixes, patches, installation, setup, and maintenance services as they become available, or as necessary to comply with applicable laws, regulations and/or compliance requirements, including without limitation, security and operational standards issued by the ISO or the PCI Security Standards Council, LLC (collectively, the "**Updates**"). SKIDATA may provide Updates to you, but shall not be obligated to do so. Updates of the Software may be subject to changed system requirements and may require the installation of preceding Updates, third party components and/or additional changed hardware. While nothing herein shall obligate you to install any Updates, you acknowledge and agree that your failure or refusal to do so will be at YOUR OWN RISK. By not installing an Update, you may risk the security and operation of your Software and related systems, and may violate third party licenses and/or legal regulations and laws by not installing the Update. You may also void any warranties that have been offered on the systems with which the Update-related Software is being utilized. SKIDATA shall not be liable for any loss relating to this, and you waive and release all of the SKIDATA Parties (as defined below) from any and all damages that you may incur relating thereto.

- In addition, SKIDATA or your Authorized Distributor may, from time to time, offer and/or provide you with upgrades to the Software, including new releases or versions of the current or then-current Software (collectively, "**Upgrades**"), as they become available. SKIDATA or the Authorized Distributor may charge additional fees for such Upgrades. As the purchase of such Upgrades is not covered by this Agreement, the purchase of such Upgrades must first be agreed upon in separate agreements between SKIDATA or your Authorized Distributor and you. Nothing herein shall obligate SKIDATA to provide you with any Upgrades. In addition, nothing herein shall

obligate you to install such Upgrades. Nevertheless, you acknowledge that, in accordance with the respective release planning, older versions of the Software may not be supported after a certain period of time.

- You acknowledge that SKIDATA is entitled to reduce or in further consequences abandon single software functionalities in case of your non-payment of the recurring license fee.

- In the event of recurring license fees, no automatic renewal of the license period of single software functionalities is agreed. You acknowledge that such renewal is solely in your scope of responsibilities. Although SKIDATA attempts to inform you about the expiration of your license, you acknowledge that SKIDATA has no obligation to do so and that a lack of information does not entitle you to any claims or remedies whatsoever.

- You acknowledge that license models can change after an upgrade. Especially, but not limited to, SKIDATA may be entitled to invoice recurring license fee instead of non-recurring license fees.

- If SKIDATA does provide you with Updates or Upgrades without your agreement to purchase those Upgrades, this Agreement shall be extended to them unless a newer version of this Agreement is applicable to such Upgrade or Update in which case the newer version will be delivered to you and shall be binding upon you as it relates to that Upgrade or Update.

#### DISCLAIMER OF ALL WARRANTIES

- THE SOFTWARE IS PROVIDED "AS IS." SKIDATA SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES AND/OR CONDITIONS, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOFTWARE AND ANY UPDATES AND/OR UPGRADES TO THE SOFTWARE INCLUDING BUT NOT LIMITED TO ANY WARRANTY AS TO THE DESIGN, FUNCTIONALITY OR UTILITY OF THE SOFTWARE, UPDATES AND/OR UPGRADES, THAT THE SOFTWARE, UPDATES AND/OR UPGRADES WILL PERFORM IN ACCORDANCE WITH THEIR SPECIFICATIONS AND THAT THE SOFTWARE, UPDATES AND/OR UPGRADES WILL OPERATE UNINTERRUPTED OR ERROR-FREE. SKIDATA ALSO DISCLAIMS ANY AND ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EVEN IF SKIDATA HAS BEEN INFORMED OF SUCH PURPOSE. NO AGENT, AFFILIATE OR REPRESENTATIVE OF SKIDATA IS AUTHORIZED TO ALTER OR EXCEED THE WARRANTY OBLIGATIONS OF SKIDATA AS SET FORTH HEREIN. FURTHERMORE, YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT ANY AND ALL WARRANTIES PROVIDED WITH RESPECT TO THE SOFTWARE, UPDATES AND/OR UPGRADES, IF ANY, ARE PROVIDED BY THE DISTRIBUTOR, RESELLER AND/OR OTHER THIRD PARTY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF EXPRESS OR IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. IN THAT EVENT, SUCH WARRANTIES ARE LIMITED IN DURATION TO THE MINIMUM AMOUNT OF TIME AS PERMITTED BY LAW FROM THE DATE OF SHIPMENT OF THE SOFTWARE FROM SKIDATA. NO WARRANTIES APPLY AFTER THAT PERIOD.

#### LIMITATION OF LIABILITY

- To the fullest extent permitted by law, in the event that SKIDATA (a) breaches this Agreement; (b) breaches any limited warranty; (c) otherwise fails to perform in accordance with this Agreement; or (d) otherwise commits wrongdoing giving a cause of action to you, whether directly or indirectly related to this Agreement, the sole liability of the SKIDATA Parties (as defined herein), and your exclusive remedy, shall be limited to the amount (s) stipulated in the PARCS Agreement Between The City of Miami Beach and SKIDATA, Inc. pursuant to ITN 2014-170-SW and Section 8" of that Agreement.

- Except where specifically required by law, in no event shall the SKIDATA Parties be liable for any indirect, special, punitive, exemplary, incidental and/or consequential damages of any kind (including, but not limited to, lost profits) whether based in contract, tort, strict liability or otherwise which arises out of or is any way connected with any use of the Software or this Agreement including, without limitation, any identification of, or referral to, any products sold or licensed hereunder, including, without limitation, Software, as PCI SSC Approved, or the cancellation, revocation or suspension of any such approval.

#### TERM AND TERMINATION

- This Agreement is effective until terminated. You may freely terminate this Agreement, which shall be effective upon written notice to SKIDATA or your Authorized Distributor of the same. SKIDATA may terminate this Agreement, in the event that you are in breach of the terms and conditions of this Agreement or any other agreement that you have with SKIDATA, your Authorized Distributor or any of the other SKIDATA Parties (as defined below). Such termination shall be effective immediately upon issuing written notice to you of the same. Immediately upon termination, you shall (a) immediately discontinue use of the Software; (b) destroy or return to SKIDATA all copies of the Software in whatever form they exist, including all back-up copies; and (c) certify in writing to SKIDATA within ten (10) days

thereafter that all copies have been returned or destroyed. Immediately upon termination, all rights and licenses granted to you hereunder shall immediately cease and terminate.

- The non-payment of the recurring license fee may lead to a limitation of software functionalities and to a premature expiration of the license term.

#### DISPUTE RESOLUTION

The following shall apply if the Software was delivered to you in the United States of America:

- The Agreement shall be governed by the laws of the State of Florida. Each of the Parties hereby irrevocably consents to submit to the exclusive jurisdiction in the state courts of Florida, Miami-Dade County or, the United States Southern District Court.

The following shall apply if the Software was delivered to you in the European Union or any other country outside the United States of America:

- The Parties may not institute a suit at law or equity regarding any dispute, whether directly or indirectly related or collateral to this Agreement. All such claims or disputes, whether between or among the Parties, shall be submitted to binding arbitration under the International Chamber of Commerce, International Court of Arbitration. However, notwithstanding the foregoing, either prior to, during or after the arbitration process, any Party to this Agreement may institute a suit in equity for a temporary injunction (a) to preserve the status quo; (b) to enjoin a breach or threatened breach of this Agreement; (c) to obtain specific performance; (d) to compel the arbitration or further its purposes and/or enforce a settlement or award or such arbitration; and/or (e) for any other equitable relief.

In the event that you have been provided with a translation of the English version of this Agreement, you agree that the translation is being provided for your convenience only and that the English version of this Agreement will govern. Without limitation, if there is any contradiction between what the English language version of this Agreement says and what a translation says, the English language version shall take precedence.

#### INDEMNIFICATION

- In the event of a claim against SKIDATA, its parent companies, subsidiaries, affiliates, other related entities and Authorized Distributors and their respective, shareholders, members, directors, officers, employees, contractors, vendors, clients, manufacturers, agents, attorneys and representatives (collectively, the "**SKIDATA Parties**") by a third party relating, directly or indirectly, in whole or in part, to your act or omission, you shall indemnify and hold the SKIDATA Parties harmless as to any claim or other liability for any act or omission asserted against any of them. Your obligations under this section shall survive the termination of this Agreement.

#### MISCELLANEOUS

- The Parties hereby acknowledge and agree that this Agreement is intended to be for the benefit of the SKIDATA Parties ("**Third Party Beneficiary**"). In that regard, the Third Party Beneficiary shall have the same rights and remedies as those provided to the signatories of this Agreement including, without limitation, the right to bring a suit at law or equity with respect to any remedy, claim, liability, reimbursement and/or cause of action arising or relating to this Agreement.

- You acknowledge that monetary relief would not be adequate remedy for your breach or threatened breach of this Agreement. You therefore agree that in addition to other remedies available at law, in equity, or under this Agreement, SKIDATA shall be entitled to obtain injunctive relief, to restrain such breach or threatened breach.

- If this Agreement is breached by you, you agree to pay reasonable attorney fees and costs of the SKIDATA Parties, whether or not resulting in institution of proceedings, directly or indirectly relating to the enforcement of this Agreement.

- In the event of breach of this Agreement the breaching Party shall have Thirty (30) days to remedy said breach.

- You acknowledge that this Agreement embodies the entire understanding between you and SKIDATA, and supersedes all prior agreements or understandings, written or oral. Neither this Agreement, nor its execution, has been induced by any reliance, representation, stipulation, warranty or understanding of any kind other than those expressed herein. No course of dealing or failure by either party to

enforce any term hereof shall operate as a waiver. In the event any provision of this Agreement is deemed invalid the balance of it shall remain in full force and effect. You covenant and agree to execute and deliver to SKIDATA any additional written assurances and perform all further acts as may be requested by SKIDATA for the purpose of effectuating the intent of this Agreement. This Agreement is binding on, and will inure to the benefit of, the named signatories and their respective legal representatives, heirs, successors in interest and assigns. SKIDATA may assign its rights and obligations and/or subcontract or otherwise delegate some or all of its obligations hereunder with advance notice to you and agreement which will not be unreasonably withheld. You may not assign or delegate any of your rights or obligations under this Agreement except as otherwise provided herein. Any assignment in violation hereof shall be null and void. This Agreement is not intended to be for the benefit of, and shall not be enforceable by any unaffiliated third party, except as may be specifically provided herein. The recitals set forth above and the documents referred hereto are incorporated by reference.

- You acknowledge that you have read this Agreement carefully, that you understand all of its terms, that you have had the opportunity to review and discuss this Agreement with private independent legal counsel of your choosing, have not in any manner relied upon SKIDATA's legal counsel for legal advice, and are fully satisfied that you have read the Agreement thoroughly, and acknowledge that it is in your best interest to enter into it. You also acknowledge having asked any questions desired and clarified the meaning of all terms, if any, the meaning of which you are not sure.

Not with standing anything to the contrary herein, pursuant to the agreement between the City of Miami Beach (Customer or You) and Skidata, Inc. (SKIDATA) for the Design, Construction, Installation and Maintenance of a Parking Garage Gated Revenue Control System (ITN 2014-170-SW), having an Effective Dated of \_\_\_\_\_(PARCS Agreement), Customer shall not pay for any of the software licences, software upgrades, supplements or support services. Any conflict between this software agreement and the PARCS Agreement, the PARCS Agreement shall govern.

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**Condensed Title:**

A Resolution Of The Mayor And City Commission Of The City Of Miami Beach, Florida, Accepting The Written Recommendation Of The City Manager Regarding The Existence Of A Public Emergency And, Accordingly, Waiving, By 5/7<sup>th</sup> Vote, The Competitive Bidding Requirement, Finding Further That The Best Interest Of The City Would Be Served By Such Waiver, And Authorizing The City Manager Or His Designee To Negotiate Amendment No. 2, To The Design-Build Agreement Between The City And Lanzo Construction Co., Dated May 8, 2013, For The Sunset Harbour Pump Station Retrofit And Drainage Improvements Project; Said Amendment, In The Not To Exceed Amount Of \$7,080,844 In Total Construction Cost To Bring Purdy Avenue, West Avenue And 18<sup>th</sup> Street To A 3.7 Feet NAVD Elevation, And To Replace The 20-Inch Water Main Along Dade Boulevard From Alton Road To The Bridge West Of Purdy Avenue; Further Authorizing The Mayor And City Clerk To Execute The Amendment, Upon Completion Of Successful Negotiations.

**Key Intended Outcome Supported:**

Ensure value and timely delivery of quality Capital Projects.

**Supporting Data (Surveys, Environmental Scan, etc.):** N/A

**Item Summary/Recommendation:**

At the Commission meeting held on September 2, 2015, Commissioner Grieco requested a discussion item on what it would cost to complete all of the construction in Sunset Harbour. Subsequently, Public Works requested Lanzo to submit cost proposals to: 1) raise the roads to 3.7 Feet NAVD for the remaining street improvements, which will include Purdy Avenue, West Avenue, and 18<sup>th</sup> Street in Sunset Harbour, and 2) raise the roads to 3.7 NAVD for Sunset Drive from Alton Road to 20 Street. replace the water main along 20 Street and convert Sunset Drive to a one-way street with diagonal parking on both sides of the road; and 3) replace the existing cast iron 20-inch water main along Dade Boulevard from Alton Road to the bridge west of Purdy Avenue. The total amount for the combined design-build remaining street improvements and watermain replacement work is \$8,514,446.

After scrutinizing the cost proposal received, concerns were raised with what appeared to be inflated construction costs. The only way to reduce the project cost is to identify the risk and provide a cost sharing method. Through negotiations, it was determined that the proposed cost would be reduced by five percent (5%) which would be placed in a Contractor's Contingency line item.

An additional item was also identified as inflated: street lighting. It was discussed that this number was the result of higher quotes received for this job and there was a possibility that savings could be achieved by performing the work with Lanzo crews instead of sub-contracting. There may also be cost savings achieved if the City were to purchase the lights directly. Again through negotiations, the costs associated with the street lighting will be removed from the base cost proposal and be added as an allowance.

The Public Works Department recommends proceeding with work proposed to complete the remaining work associated with the interior streets of Sunset Harbour for \$5,516,206.96 which includes an allowance for street lighting of \$1,143,656.46 and a five percent (5%) contractor contingency of \$275,810.34 and the work proposed to replace the water main on Dade Boulevard for \$920,924.08 which includes a 5% Contractor's Contingency of \$46,046.20. The Public Works Department does not recommend proceeding with the work associated with rebuilding Sunset Drive at this time.

The amount of the work for the recommended proposal is \$6,437,131.04 and the Public Works Department is recommending a ten percent (10%) construction contingency of \$643,713

**THE ADMINISTRATION RECOMMENDS ADOPTING THE RESOLUTION****Advisory Board Recommendation:**

N/A

**Financial Information:**

Source of Funds:		Amount	Account
	1	\$6,067,828	Stormwater Bond Series 2015
	2	\$1,013,016	Subject to the adoption of the FY 15/16 Capital Budget
OBPI	Total	\$7,080,844	

**Financial Impact Summary:****City Clerk's Office Legislative Tracking:**

Eric T. Carpenter, ext. 6012

**Sign-Offs:**

Department Director JJF	Assistant City Manager ETC	City Manager JLM
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T:\AGENDA\2015\September\September 30 Meeting\PUBLIC WORKS\Sunset Harbour Pump Stations Improvements Change Order No 4 . Summary.docx



# MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, [www.miamibeachfl.gov](http://www.miamibeachfl.gov)

MEMO #

## COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: September 30, 2015

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE WRITTEN RECOMMENDATION OF THE CITY MANAGER REGARDING THE EXISTENCE OF A PUBLIC EMERGENCY AND, ACCORDINGLY, WAIVING, BY 5/THS VOTE, THE COMPETITIVE BIDDING REQUIREMENT, FINDING FURTHER THAT THE BEST INTEREST OF THE CITY WOULD BE SERVED BY SUCH WAIVER, AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO NEGOTIATE AMENDMENT NO. 2, TO THE DESIGN-BUILD AGREEMENT BETWEEN THE CITY AND LANZO CONSTRUCTION CO., DATED MAY 8, 2013, FOR THE SUNSET HARBOUR PUMP STATION RETROFIT AND DRAINAGE IMPROVEMENTS PROJECT; SAID AMENDMENT, IN THE NOT TO EXCEED AMOUNT OF \$7,080,844 IN TOTAL CONSTRUCTION COST TO BRING PURDY AVENUE, WEST AVENUE AND 18<sup>TH</sup> STREET TO A 3.7 FEET NAVD ELEVATION, AND TO REPLACE THE 20-INCH WATER MAIN ALONG DADE BOULEVARD FROM ALTON ROAD TO THE BRIDGE WEST OF PURDY AVENUE; FURTHER AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE AMENDMENT, UPON COMPLETION OF SUCCESSFUL NEGOTIATIONS.**

### **ADMINISTRATION RECOMMENDATION**

The Administration recommends adopting the Resolution

### **FUNDING**

#### Amount

#### Account Number

\$6,067,828

Stormwater Bond Series 2015

\$1,013,016

Subject to the adoption of the FY15/16 Capital Budget

\$7,080,844

### **BACKGROUND**

The City has a Design/Build contract agreement with Lanzo Construction Co. (Lanzo) for work associated with the neighborhood improvements to be completed within the Sunset Harbour Neighborhood including landscaping, lighting, water, sewer, drainage and paving, and the retrofit of the three pump stations.



As part of the Design/Build contract, Lanzo is currently finalizing roadway work within 20<sup>th</sup> Street between Purdy Avenue and West Avenue, including Bay Road between 18<sup>th</sup> and 20<sup>th</sup> Streets. Also, the contractor will continue roadway work along 20<sup>th</sup> Street between West Avenue and Sunset Drive. The Contractor has finalized stormwater and water improvements for the neighborhood.

In order to reduce the construction time impact to the City and residents for the completion of the remaining improvements of the Project area via the Design/Build method, Lanzo was asked to provide price proposals. Lanzo has invested a substantial amount of time and effort researching every aspect of the Project. They have a working knowledge of the area, the community, and the challenges lying ahead. The current Project team has also overseen several major capital projects throughout the City. Most importantly, Lanzo is immediately available at this time, as they are currently mobilized on the site, and are willing to work with the City to minimize the impacts to the community.

At the Commission meeting held on September 2nd, Commissioner Grieco requested a discussion item on what it would cost to complete all of the construction in Sunset Harbour. A cost proposal had been received from Lanzo in May 2015 which was the basis of the discussion of needing an additional \$7.5 million inclusive of a contingency to complete the remaining work in Sunset Harbour. At that meeting, Lanzo was requested to provide a value engineered detailed cost proposal.

Subsequently, Public Works requested Lanzo to submit cost proposals to 1) raise the roads to 3.7 Feet NAVD for the remaining street improvements, which will include Purdy Avenue, West Avenue, and 18<sup>th</sup> Street in Sunset Harbour, and 2) raise the roads to 3.7 NAVD for Sunset Drive from Alton Road to 20 Street. Sunset Drive improvements will include roadway design and construction, the replacement of the existing cast iron 20-inch water main (constructed 1964 – 1973) along Sunset Drive and a segment of the existing cast iron 12-inch water main (constructed 1964 – 1973) along 20 Street and convert Sunset Drive to a one-way street with diagonal parking on both sides of the road.

As part of the above mentioned improvements, Public Works also requested a third proposal for the replacement of the existing cast iron 20-inch water main (constructed 1974-1984) along Dade Boulevard from Alton Road to the bridge west of Purdy Avenue. During the construction and connection of the water main on Bay Road, the condition of the 20-inch water main along Dade Boulevard was determined to be in extremely poor condition. With the pending work associated with the construction of the West Avenue Bridge and the currently reduced traffic due to the County project replacing the westerly bridge which connects to Miami, the optimal time to replace this water main is now.

The total amount for the combined design-build remaining street improvements and watermain replacement work is \$8,514,446 (Attachments A, B, & C).

The above recommended project would absorb the majority of the delays attributed to the procurement of the remaining work, keep the Contractor mobilized on-site; and only extend the construction schedule nine (9) months bringing the new anticipated Project completion date to July 2016.

## **COST ANALYSIS**

Lanzo has reviewed the costs to complete the remaining work and has provided a revised cost proposal in the amount of \$5,516,206 (Attachment A) to complete the interior streets of Sunset Harbour as defined above. This includes raising the roadway elevation, harmonizing the sidewalk and driveways with abutting properties and street lighting.

The second proposal provided is for the Sunset Drive roadway improvements include roadway design and construction, converting Sunset Drive to a one-way street and adding diagonal parking on both sides of the road. The proposal for this work is \$2,077,316 (Attachment B).

As detailed above, Public Works has also identified the need to replace existing water main along Dade Boulevard. Lanzo provided a cost proposal to include the replacement of the 20-inch water main along Dade Boulevard between Alton Road to the bridge west of Purdy Avenue. The proposal for this work is \$920,924 (Attachment C).

Therefore, the total cost to complete all of the pending construction work in the Sunset Harbour Neighborhood is in the amount of \$8,514,446.

After scrutinizing the cost proposal received, concerns were raised with what appeared to be inflated construction costs. At a subsequent meeting with Lanzo, these concerns were put on the table. The construction method is Design/Build. The higher cost was based on risk and the experience with the previous work in Sunset Harbour with unknown underground utilities which have caused project delays when the utility has been damaged or the necessary redesign and alternate alignment of the proposed pipeline.

The only way to reduce the project cost is to identify the risk and provide a cost sharing method. Through negotiations, it was determined that the proposed cost would be reduced by five percent (5%) which would be placed in a Contractor's Contingency line item. This money would only be paid to the contractor if a situation arose that could not have been anticipated during the execution of the contract. For example, if a utility were discovered in the field that was not identified in the as-built drawings which were relied upon to determine the proposed pipeline alignment. Approval for payment would be required by Public Works.

An additional item was also identified as inflated: street lighting. It was discussed that this number was the result of higher quotes received for this job and there was a possibility that savings could be achieved by performing the work with Lanzo crews instead of sub-contracting. There may also be cost savings achieved if the City were to purchase the lights directly. Again through negotiations, the costs associated with the street lighting will be removed from the base cost proposal and be added as an allowance. Payment from this allowance will be to reimburse Lanzo for sub-contractor costs plus a 15% markup or for Lanzo crew cost plus a 10% and 10% markup for overhead and profit. These terms already exist in the contract.

The final item discussed was the entire cost proposal for Sunset Drive. This proposal was admittedly above market value unit pricing due to the higher level of risk associated with the construction. There is a fiber optic conduit in this area which had been inadvertently damaged during construction on 20<sup>th</sup> Street. Negotiations did not result in sufficient cost reductions. A reduction in a cost proposal cannot be achieved until additional construction design work can be performed.

The Public Works Department recommends proceeding with work proposed to complete the remaining work associated with the interior streets of Sunset Harbour for \$5,516,206.96 which includes an allowance for street lighting of \$1,143,656.46 and a five percent (5%) contractor contingency of \$275,810.34 and the work proposed to replace the water main on Dade Boulevard for \$920,924.08 which includes a 5% Contractor's Contingency of \$46,046.20. The Public Works Department does not recommend proceeding with the work associated with rebuilding Sunset Drive at this time.

The cost proposals were requested and received at the request of the Commission due to the demand of the neighborhood to complete all of the pending construction. The quickest method to complete all of the pending construction would be to add it to the existing contract with Lanzo.

After extensive negotiations with Lanzo, it is the opinion of Public Works that going out to bid for this construction would not necessarily yield a much lower price. The field of typical bidders to past solicitations is small. The procurement process will also take several months and possibly delay the overall neighborhood completion beyond the next King Tide cycle and the reopening of the Venetian Causeway, which will result in additional traffic delays.

The amount of the work for the recommended proposals (Attachment A and Attachment C) is \$6,437,131.04 and the Public Works Department is recommending a ten percent (10%) construction contingency of \$643,713.

### **CONCLUSION**

The Administration recommends adopting the resolution following the recommendation of the Public Works Department.

Attachment A – Lanzo cost proposals Remaining Street Improvements.

Attachment B – Lanzo cost proposals Sunset Drive Improvements.

Attachment C – Lanzo cost proposals Dade Boulevard Water Main Improvements.

JLM/MT/ETC/JJF/BAM

T:\AGENDA\2015\September\September 30 Meeting\PUBLIC WORKS\Sunset Harbour Pump Stations Improvements Change Order No 4. Memo.doc

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE WRITTEN RECOMMENDATION OF THE CITY MANAGER REGARDING THE EXISTENCE OF A PUBLIC EMERGENCY AND, ACCORDINGLY, WAIVING, BY 5/7<sup>th</sup> VOTE, THE COMPETITIVE BIDDING REQUIREMENT, FINDING FURTHER THAT THE BEST INTEREST OF THE CITY WOULD BE SERVED BY SUCH WAIVER; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO NEGOTIATE AMENDMENT NO. 2, TO THE DESIGN-BUILD AGREEMENT BETWEEN THE CITY AND LANZO CONSTRUCTION CO., APPROVED PURSUANT TO RESOLUTION NO. 2014-28765, FOR THE SUNSET HARBOUR PUMP STATION RETROFIT AND DRAINAGE IMPROVEMENTS PROJECT; SAID AMENDMENT, IN THE NOT TO EXCEED AMOUNT OF \$7,080,844, TO BRING PURDY AVENUE, WEST AVENUE, AND 18<sup>TH</sup> STREET TO A 3.7 FEET NAVD ELEVATION, AND TO REPLACE THE 20-INCH WATER MAIN ALONG DADE BOULEVARD, FROM ALTON ROAD TO THE BRIDGE WEST OF PURDY AVENUE; FURTHER AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE AMENDMENT, UPON COMPLETION OF SUCCESSFUL NEGOTIATIONS.**

**WHEREAS**, the City has a Design/Build Agreement (Agreement), pursuant to Resolution No.: 2014-28765 (approved December 2, 2014) with Lanzo Construction Co. (Lanzo) for the Sunset Harbour Pump Station Retrofit and Drainage Improvements Project; and

**WHEREAS**, as part of the Agreement, Lanzo is currently finalizing roadway work within 20<sup>th</sup> Street, between Purdy Avenue and West Avenue, including Bay Road, between 18<sup>th</sup> and 20<sup>th</sup> Streets, and will continue roadway work along 20<sup>th</sup> Street, between West Avenue and Sunset Drive; and

**WHEREAS**, Lanzo has also finalized Stormwater improvements for the 18<sup>th</sup> Street area, which addresses most of the remaining stormwater deficiencies in this neighborhood; and

**WHEREAS**, the Public Works Department requested Lanzo to submit cost proposals to raise the roads to 3.7 Feet NAVD for the remaining street improvements, which will include Purdy Avenue, West Avenue, and 18<sup>th</sup> Street in the Sunset Harbour Neighborhood; and

**WHEREAS**, the Public Works Department has also requested to include the replacement of the existing 20-inch water mains along Dade Boulevard, from Alton Road to the bridge west of Purdy Avenue; and

**WHEREAS**, there will be a "King Tide" on October 28, 2015, that will impact Sunset Harbour Neighborhood, as well as several additional astronomical high tides this Fall and Spring that will also impact the area; and

**WHEREAS**, these conditions may result in flooding that may damage the construction already being undertaken, and may result in private property damage that can be forestalled, if all the necessary roadwork, including the installation of the 20 inch water main and elevation of the streets along Sunset Harbor, is completed; and

**WHEREAS**, due to these exigent circumstances and the extreme weather conditions the City Manager has concluded that the potential emergency conditions need to be addressed as quickly as possible and, accordingly, the Manager recommends that the waiver of competition bidding would be in the best interest of the City, in order to allow negotiations to proceed with Lanzo, the City's contractor which is already "ramped up" and performing work in the area; and

**WHEREAS**, the total amount for the additional work required (design-build street improvements and water main replacement) is estimated at \$6,437,131, plus \$643,710 in contingency; for a total cost of \$7,080,844; and

**WHEREAS**, as a result, the City Manager recommends that the Mayor and City Commission approve Amendment No. 2, to the Agreement with Lanzo, which will include the following: remaining street improvements for the Sunset Harbour Pump Station's Retrofit and Drainage Improvements Project and the water main replacement along Dade Boulevard.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA**, that the Mayor and City Commission hereby accept the written recommendation of the City Manager regarding the existence of a public emergency and, accordingly, waiving, by 5/7<sup>th</sup> vote, the competitive bidding requirement, finding further that the best interest of the City would be served by such waiver; authorizing the City Manager or his designee to negotiate Amendment No. 2, to the Design-Build Agreement between the City and Lanzo Construction Co., approved pursuant to Resolution No. 2014-28765, for the Sunset Harbour Pump Station Retrofit and Drainage Improvements Project; said Amendment, in the not to exceed amount of \$7,080,844, to bring Purdy Avenue, West Avenue, and 18<sup>th</sup> Street To a 3.7 feet NAVD elevation, and to replace the 20-inch water main along Dade Boulevard, from Alton Road to the bridge west of Purdy Avenue; further authorizing the Mayor and City Clerk to execute the amendment, upon completion of successful negotiations.

**PASSED and ADOPTED this** \_\_\_\_ day of \_\_\_\_\_, 2015.


**ATTEST:**

\_\_\_\_\_  
**PHILIP LEVINE, MAYOR**

\_\_\_\_\_  
**RALPH GRANADO, CITY CLERK**

T:\AGENDA\2015\September\September 30 Meeting\PUBLIC WORKS\Sunset Harbour Pump Stations Improvements Amendment.  
Rauls version 092915.doc

**APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION**

 9/29/15  
City Attorney                      Date



*Delivering sustainable infrastructure solutions  
for tomorrow's communities*

September 17, 2015

Bruce Mowry, Ph. D, P.E.  
City Engineer  
Public Works Department - Engineering Division  
1700 Convention Center Drive  
Miami Beach, FL 33139

Reference: Sunset Harbour Pump Station Retrofit – ITB No. 60-2013TC  
Sunset Harbour Elevation 3.7 Design and Build Proposal  
Design and Construction of Remaining Street Improvements

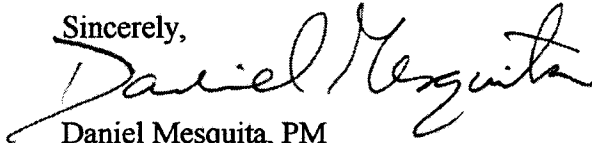
The following with attachments summarize Lanzo's proposed cost to complete the Sunset Harbour Roadway Improvements and Lighting in accordance with Wade Trim 30% Design Plans of April 3, 2015 (attached). Lanzo's takeoff quantities with unit prices have been presented to assist your review. Please note that this presentation is a Lump Sum Cost Proposal.

Scope of work is as reflected in the attached drawings (WTrim, 30%, April 3) and unit breakdown sheet. This scope of work includes the remaining portion of Bay Rd (just south of the intersection of 18<sup>th</sup> St to Dade Blvd), Purdy Ave from 20<sup>th</sup> St to Dade Blvd, 18<sup>th</sup> St from Purdy Ave to Alton Rd, and West Ave from 20<sup>th</sup> St up to and including the intersection with 18<sup>th</sup> St. All work per City Standard Details and as summarized below. Note: Private Property Concrete Harmonization is defined as harmonization up to the City ROW and limerock to existing grade transition for harmonizing driveways into private property.

• Lanzo Letter of May 14, Sunset 30% plans (WO 20 <sup>th</sup> St.)	\$6,870,600.00
○ Additive Allowance for Landscaping	\$ 166,000.00
<b>TOTAL COST</b>	<b>\$7,036,600.00</b>
• Lanzo Letter of June 3, Bay Road & 18 <sup>th</sup> St. (Intersection)	(\$1,481,394.00)
○ Additive Allowance for Landscaping	(\$ 39,000.00)
<b>TOTAL AMOUNT CURRENTLY CONTRACTED</b>	<b>(\$ 1,520,394.00)</b>
 Remaining Sunset Harbour Neighbourhood	 \$ 5,389,306
Additive Allowance for Landscaping	\$ 127,000
 <b>Total Cost Proposal (Detail Attached)</b>	 <b><u>\$ 5,516,206</u></b>

The Design and Construction duration is Thirty-Two (32) weeks after City approval. With City assistance in acquiring MOT to construct concurrent sections, construction time could be shortened to twenty (20) weeks.

Sincerely,

A handwritten signature in black ink, appearing to read "Daniel Mesquita". The signature is fluid and cursive, with a large initial "D" and "M".

Daniel Mesquita, PM  
Lanzo Construction Company  
Attachment(s):  
CC: LCC/File

ITEM	DESCRIPTION	QTY	UNIT	ITEM	UNITS	TOTAL
<b>ROAD BUILDING PAVING AND HARD SCAPE ALL I</b>						
1	General Conditions	1.00	LS	1	556,000.00	556,000.00
2	Engineering / Design	1.00	LS	2	550,000.00	550,000.00
3	Asphalt 2" Thick S-III	12,372.00	SY	3	20.00	247,440.00
4	Lime Rock Base 8"	12,372.00	SY	4	18.00	222,696.00
5	Stabilize Subbase 12" No Geofabric Stabilization	13,451.00	SY	5	14.00	188,314.00
6	Import and Grade Fill Material In Place	11,963.00	CY	6	21.00	251,223.00
7	Brick Pavers in Roadway (Concrete Pad with Collar)	7,016.00	SF	7	20.00	140,320.00
8	Private Property Concrete Harmonization	2,380.00	SF	8	16.00	38,080.00
9	Drive Way Aprons	19,585.00	SF	9	14.00	274,190.00
10	Curb any Type, Valley Gutter - Gray Concrete	7,130.00	LF	10	25.00	178,250.00
12	Sidewalk - Gray Concrete	35,494.00	SF	12	10.00	354,940.00
13	ADA Cross Walk Ramps	22.00	EA	13	2,000.00	44,000.00
14	Thermo Striping 6"	7,515.00	LF	14	2.50	18,787.50
15	Thermo Striping 18"	115.00	LF	15	8.00	920.00
16	Thermo Striping 12"	620.00	LF	16	5.00	3,100.00
17	MOT / Detour and Barrier Wall	1.00	LS	17	313,017.00	313,017.00
18	Demo Existing Hard Scapes	1.00	LS	18	142,000.00	142,000.00
19	Sod Landscape Areas (No Irrigation, Bahia Sod)	15,682.00	SF	19	1.00	15,682.00
20	Remove Existing Trees in Conflict with Improvements	1.00	LS	20	30,000.00	30,000.00
21	Gravity Wall	339.00	LF	21	350.00	118,650.00
22	Hand Rail	339.00	LF	22	101.00	34,239.00
23	<b>DRAINAGE MODIFICATIONS</b>			23		
24	Install New Catch Basins	1.00	EA	24	4,500.00	4,500.00
25	Drainage Pipe 18" A2000 Pipe	32.00	LF	25	400.00	12,800.00
26	Adjust Rim, Valve Box, Service Box & FH Elevations to Match	1.00	LS	26	315,000.00	315,000.00
27	De-Muck Pipe Line	177.00	CY	27	26.00	4,602.00
28	Install New Catch Basins at Curb Line	8.00	EA	28	5,100.00	40,800.00
29	Install Yard Drains in Landscape Areas	24.00	EA	29	4,000.00	96,000.00
30	Tie Into Existing Structure with New Pipe	10.00	EA	30	5,000.00	50,000.00
	<b>TOTAL</b>				4,245,550.50	4,245,550.50
ITEM	DESCRIPTION	QTY	UNIT	ITEM	UNITS	TOTAL
31	Lighting for Sunset	3,150.00	LF		363.07	1,143,656.46
32	Landscaping Allowance	1.00	LS		127,000.00	127,000.00
	<b>TOTAL</b>				1,270,656.46	1,270,656.46
	<b>GRAND TOTAL</b>					5,516,206.96





Delivering sustainable infrastructure solutions  
for tomorrow's communities

May 14, 2015

Bruce Mowry, Ph. D, P.E.  
City Engineer  
City of Miami Beach, Florida  
Public Works Department - Engineering Division  
1700 Convention Center Drive  
Miami Beach, FL 33139

Reference: Sunset Harbour Pump Station Retrofit – ITB No. 60-2013TC  
Sunset Harbour Elevation 3.7 Design and Build Proposal  
Design and Construction of Remaining Street Improvements

Dear Bruce,


Lanzo Construction Co., FL., proposes to design, permit and construct the remaining Street Improvements, excluding Dade Blvd, Sunset Dr. & West Ave. between 18<sup>th</sup> St and Dade Blvd, approximately 4,000 linear feet. The scope of work is as agreed upon by the City and Lanzo, and is reflected in the attached drawing and unit breakdown sheet. All work per City Standard Details and as summarized below.

- Mill Existing Pavement and Raise Road Elevation per Attached Drawings
- Remove Existing Curb and Sidewalks
- New Lime Rock Base
- New Asphalt Roadway
- New Curbing with Gray Concrete
- New Sidewalks with Gray Concrete
- New Retention Walls with Gray Concrete
- Brick Pavers in Roadway Only
- Maintenance of Traffic
- Pavement Markings and Signage
- Drive Harmonization
- Street Lighting (Per Previously Approved Shop Drawings)
- Tree, Irrigation and Landscaping, If Necessary, To Be Billed To The Landscaping Allowance Line Item
- Potential Drainage Revisions
- Removal of Existing Trees and Shrubs in Conflict with Construction
- Excludes Cost Associated With Tree Bond for Tree Removal
- Necessary Private Property Agreements For Noted Harmonization To Be Obtained By The City

The Design and Construction duration is (370) days after City approval.

Total Lump Sum Price	\$6,870,600.00
Additive Allowance for Landscaping	\$166,000.00
Total Price Including Additive Allowance	<b>\$7,036,600.00</b>

Sincerely,

  
Daniel Mesquita, PM  
Lanzo Construction Company

Attachment(s)  
CC: LCC/File

125 SE 5<sup>TH</sup> Court Deerfield Beach FL 33441-4749 Phone (954) 979-0802 Fax (954) 979-9897  
www.lanzo.net

ITEM	DESCRIPTION	QTY	UNIT
<b>ROAD BUILDING PAVING AND HARD SCAPE</b>			
<b>ALL BUT 20TH ST</b>			
	General Conditions	1	LS
	Engineering / Design	1	LS
	Asphalt 2" Thick S-III	15,534	SY
	Lime Rock Base 8"	15,534	SY
	Stabilize Subbase 12"	17,087	SY
	Import and Grade Fill Material In Place	15,197	CY
	Brick Pavers in Roadway (Concrete Pad with Collar)	7,016	SF
	Private Property Concrete Harmonization	2,946	SF
	Drive Way Aprons	23,420	SF
	F Curb - Gray	3,891	LF
	Valley Gutter - Gray	4,773	LF
	Sidewalk - Gray	47,820	SF
	ADA Cross Walk Ramps	30	EA
	Thermo Striping 6"	10,235	LF
	Thermo Striping 18"	187	LF
	Thermo Striping 12"	1,120	LF
	Pavement Message	4	EA
	Direction Marking (Turn Arrows)	6	EA
	Relocate Sinage	100	EA
	MOT / Detour and Barrier Wall	1	LS
	Demo Exisitng Hard Scapes	1	LS
	Sod Landscape Areas (No Irrigation, Bahia Sod)	21,036	SF
	Remove Existing Trees in Conflict with Improvements	1	LS
	Gravity Wall	533	LF
	Hand Rail	533	LF
<b>DRAINAGE MODIFICATIONS</b>			
	Drainage Pipe 18" A2000 Pipe	42	LF
	Adjust Rim, Valve Box, Service Box & FH Elevations to Match Proposed	1	LS
	De-Muck Pipe Line	53	CY
	Install New Catch Basins at Curb Line	11	EA
	Install Yard Drains in Landscape Areas	14	EA
	Tie Into Existing Structure with New Pipe	19	EA
	Lighting for Sunset Harbour	4,000	LF
<b>TOTAL</b>			



# PUBLIC WORKS DEPARTMENT SUNSET HARBOUR NEIGHBORHOOD ROADWAY IMPROVEMENTS AND LIGHTING PLAN



## CITY OF MIAMI BEACH

MAYOR: PHILIP LEVINE

### COMMISSIONERS:

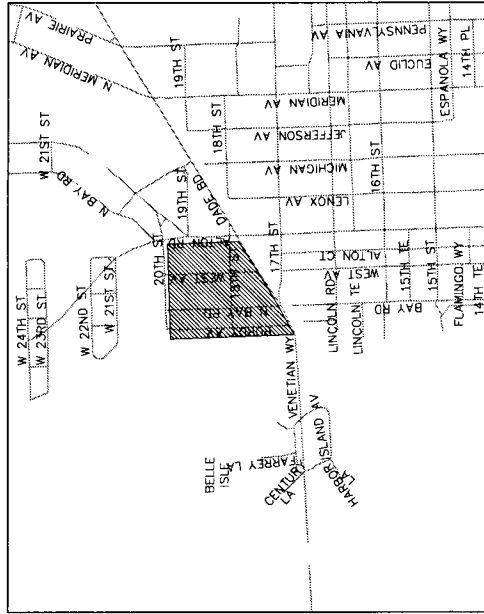
DEEDE WEITHORN  
MICKEY STEINBERG  
MICHAEL GRIECO  
JOY MALAKOFF  
EDWARD L. TOBIN  
JONAH WOLFSON

CITY MANAGER: JIMMY L. MORALES

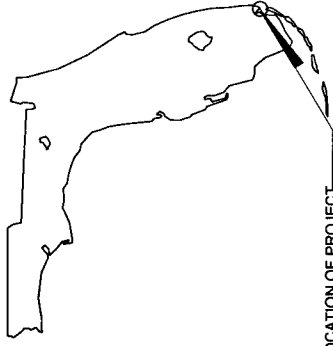
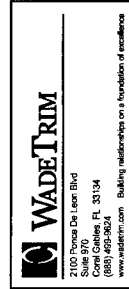
CITY ATTORNEY: RAUL J. AGUILA

PUBLIC WORKS DIRECTOR: ERIC CARPENTER

CITY ENGINEER: BRUCE A. MOWRY, P.E.

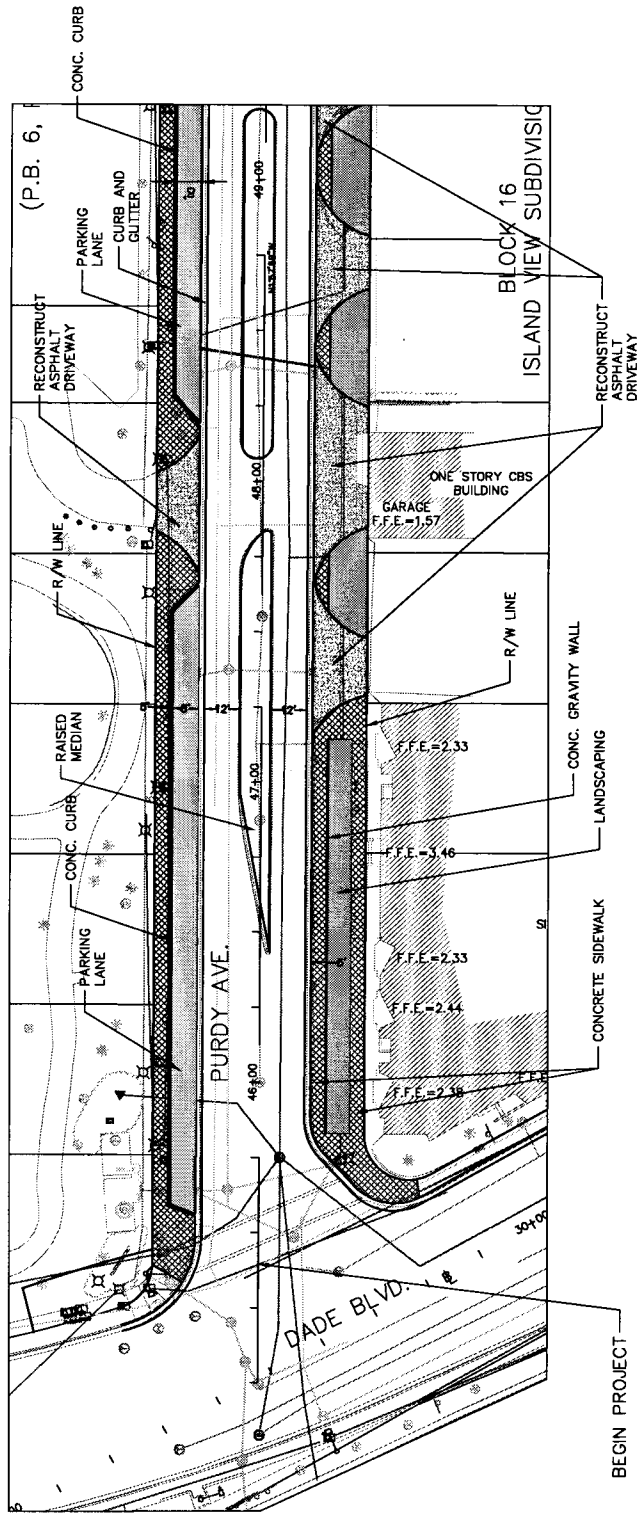


LOCATION MAP  
N.T.S.



LOCATION OF PROJECT

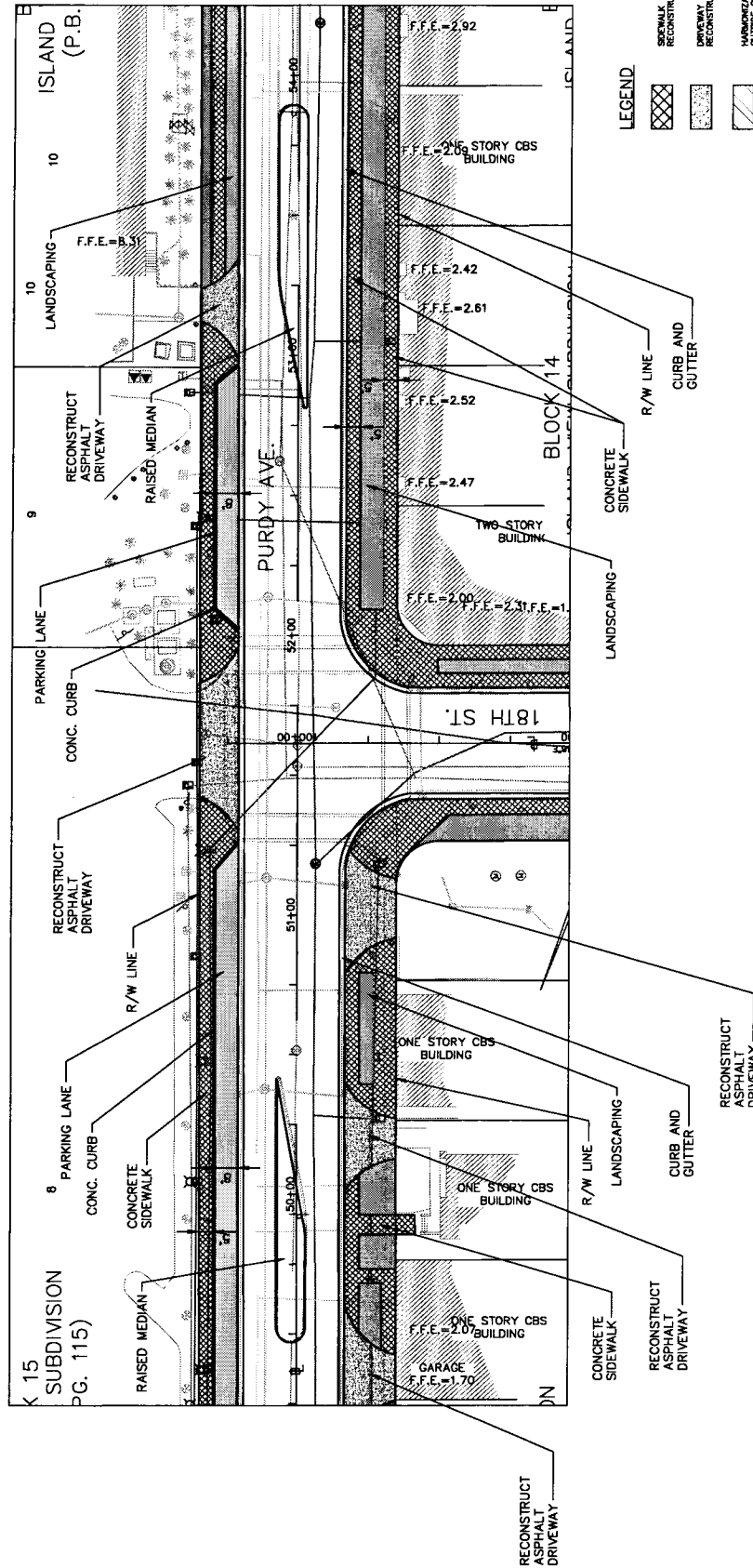
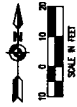
30% DESIGN PLANS  
APRIL 3, 2015



LEGEND

- SIDEWALK RECONSTRUCTION
- DRIVEWAY RECONSTRUCTION
- HARMONIZATION OUTSIDE OF ROW
- ROADWAY RECONSTRUCTION
- LANDSCAPING

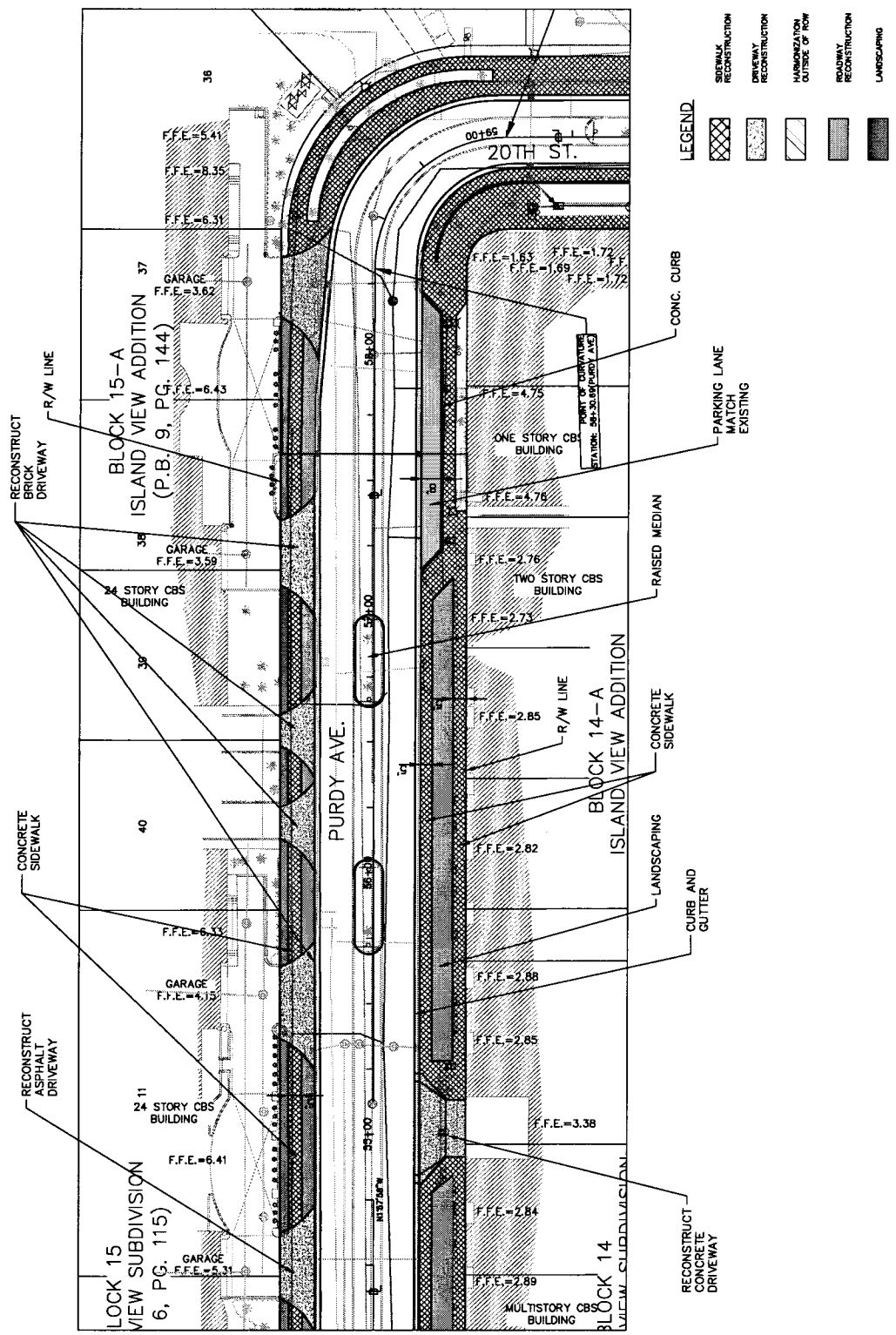
<b>MIAMI BEACH</b> <b>PUBLIC WORKS DEPARTMENT</b> 1100 CONVENTION CENTER DRIVE, SUITE 1000, MIAMI BEACH, FL 33139		NEIGHBORHOOD: BAYSHORE NEIGHBORHOOD BE SUNSET HARBOUR TITLE: PURDY/VERODWAY IMPROVEMENTS		ENGINEER OF RECORD:  Wade Trim 1100 Biscayne Blvd., Suite 1000 Miami, FL 33139		CITY MANAGER: JIMMY L. MOJICA DIRECTOR: ERIC T. CARPENTER, P.E. CITY ENGINEER: BRUCE A. MOWRY, P.D., P.E. SCALE: AS SHOWN		ENGINEER OF RECORD: LOW DESIGN ENGINEER: LOW DRAWN BY: LOW CHECKED BY: LOW DATE: 05/15/13		ENGINEER OF RECORD: 6 NO. DATE: NO DATE REVISION:		FILE PATH: C:\pwwork\mowry\130537168 FILE NAME: PH-RTS-ProposedRoadwayImprovements_Purdy Ave.dwg SURVEY REFERENCE: N/A FIRST SCALE: N/A DATE: 05/15/13 SHEET: 7 of 10 DRAWING: 1007	
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**LEGEND**

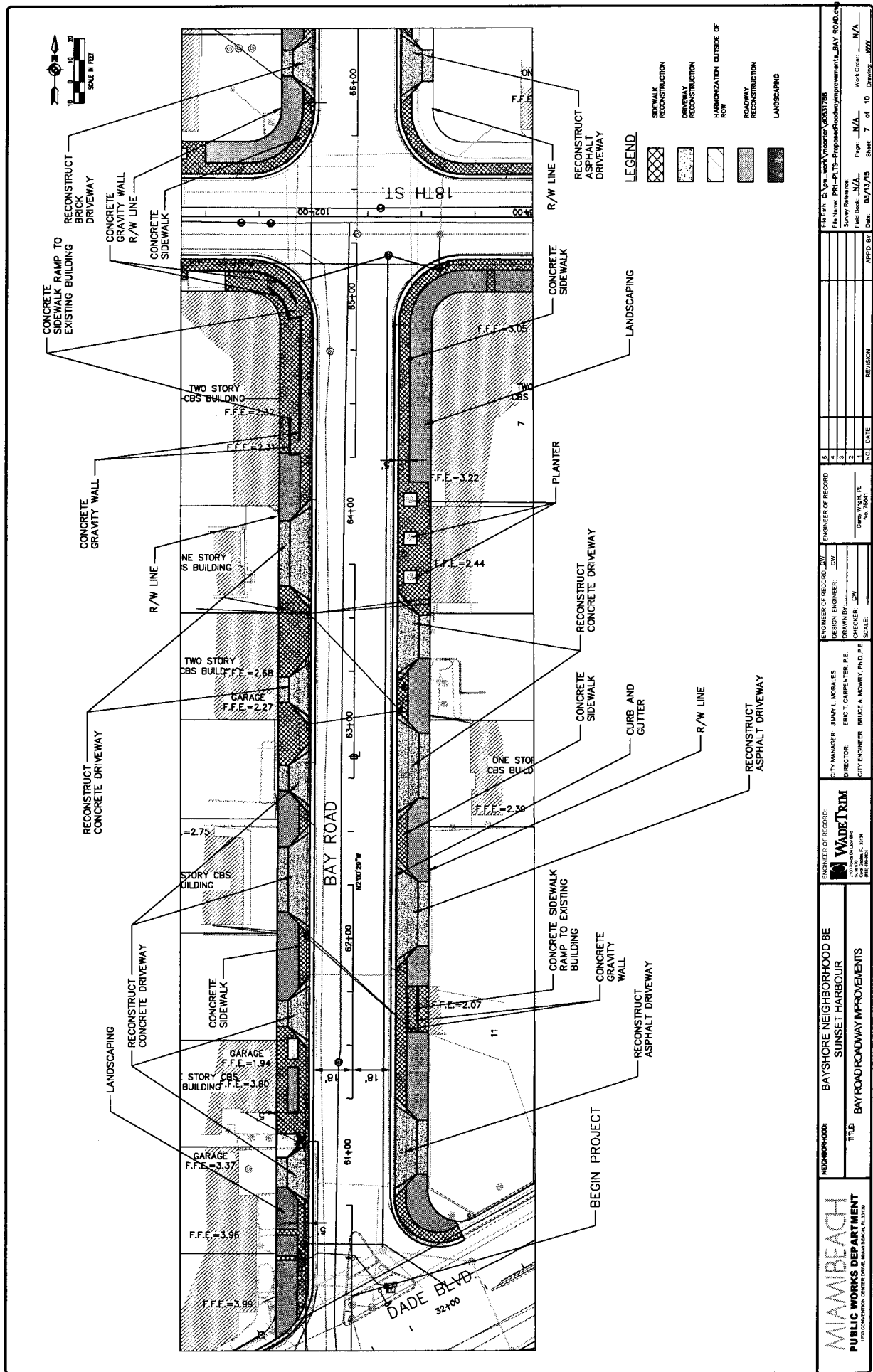
	SIDEWALK RECONSTRUCTION
	DRIVEWAY RECONSTRUCTION
	HARDENING OUTSIDE OF ROW
	ROADWAY RECONSTRUCTION
	LANDSCAPING

<b>MIAMI BEACH</b> PUBLIC WORKS DEPARTMENT 1700 CONVENT CIRCLE DRIVE, MIAMI BEACH, FL 33139		<b>NEIGHBORHOOD:</b> BAYSHORE NEIGHBORHOOD BE SUNSET HARBOUR		<b>ENGINEER OF RECORD:</b> <b>WADE TRIM</b> 2275 N.W. 11th Ave., Suite 200 Fort Lauderdale, FL 33311 (954) 574-1111		<b>CITY MANAGER:</b> JIMMY L. MORALES <b>DIRECTOR:</b> ERIC T. CARPENTER, P.E. <b>CITY ENGINEER:</b> BRUCE A. MOWRY, P.D., P.E.		<b>ENGINEER OF RECORD:</b> JON <b>DESIGN ENGINEER:</b> JON <b>DRAWN BY:</b> JON <b>CHECKER:</b> JON <b>SCALE:</b>		<b>APPROVED BY:</b> REUSON		<b>FILE PATH:</b> C:\Users\jmorales\Documents\30537768	
										<b>DATE:</b> 03/15/18		<b>WORK ORDER:</b> N/A	
										<b>SHEET:</b> 8 of 10		<b>DRAWING:</b> 30537768	



- LEGEND**
- SIDEWALK RECONSTRUCTION
  - DRIVEWAY RECONSTRUCTION
  - HARBORIZATION OUTSIDE OF ROW
  - DRIVEWAY RECONSTRUCTION
  - LANDSCAPING

<b>MIAMI BEACH</b> PUBLIC WORKS DEPARTMENT 1100 S. BEACH BLVD., SUITE 100 MIAMI BEACH, FL 33139	NEIGHBORHOOD: BAYSHORE NEIGHBORHOOD BE SUNSET HARBOUR		ENGINEER OF RECORD: <b>WadeTrom</b> 1000 S.W. 15th Ave., Suite 100 Miami, FL 33135 (305) 371-1111 www.wadetrom.com		CITY MANAGER: JIMMY L. MORALES DIRECTOR: ERIC T. CARPENTER, P.E. CITY ENGINEER: BRUCE A. MONRY, Ph.D., P.E.		ENGINEER OF RECORD: <b>WadeTrom</b> DESIGN ENGINEER: <b>WadeTrom</b> DRAWN BY: <b>WadeTrom</b> CHECKER: <b>WadeTrom</b> SCALE: AS SHOWN		ENGINEER OF RECORD: <b>WadeTrom</b> DESIGN ENGINEER: <b>WadeTrom</b> DRAWN BY: <b>WadeTrom</b> CHECKER: <b>WadeTrom</b> SCALE: AS SHOWN		FILE PATH: G:\proj\miami\miami\2003\1788 FILE NAME: PRT-PLTS-ProposedRoadwayImprovements_Purdy Ave.dwg SURVEY REFERENCE: <b>N/A</b> FIELD BOOK: <b>N/A</b> DATE: 07/17/15 SHEET: 8 of 10 DRAWING: 007	
	TITLE: PURDY AVENUE ROADWAY IMPROVEMENTS		DATE: 07/17/15		REVISION:		APP'D BY:		DATE:		NO.	
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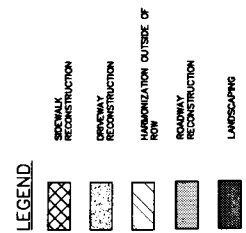
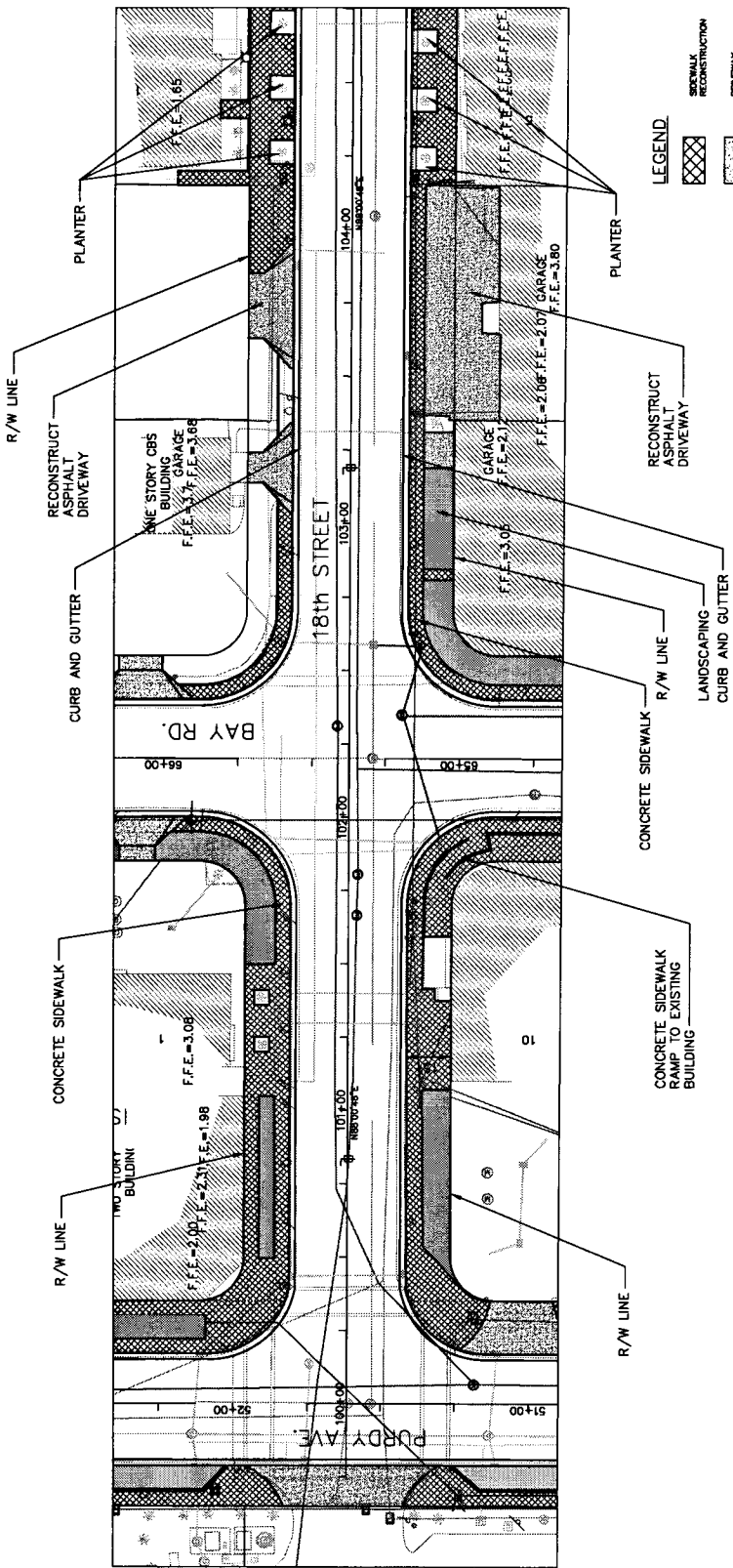
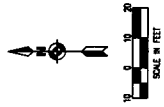






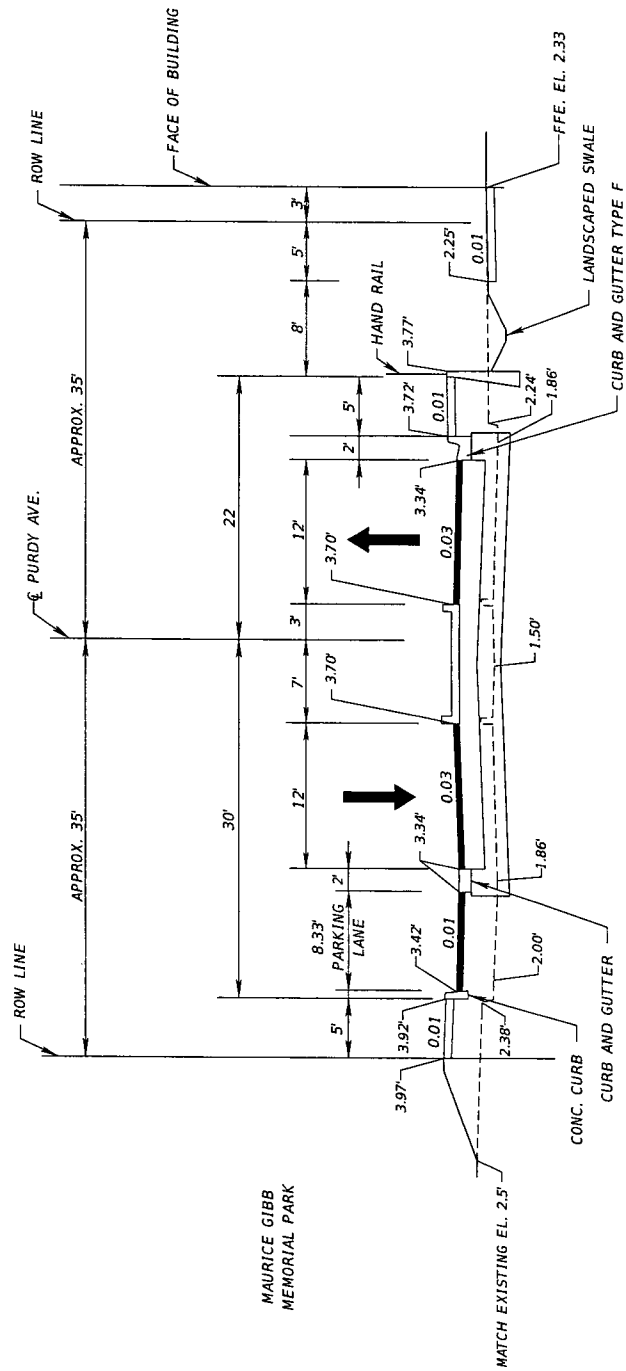






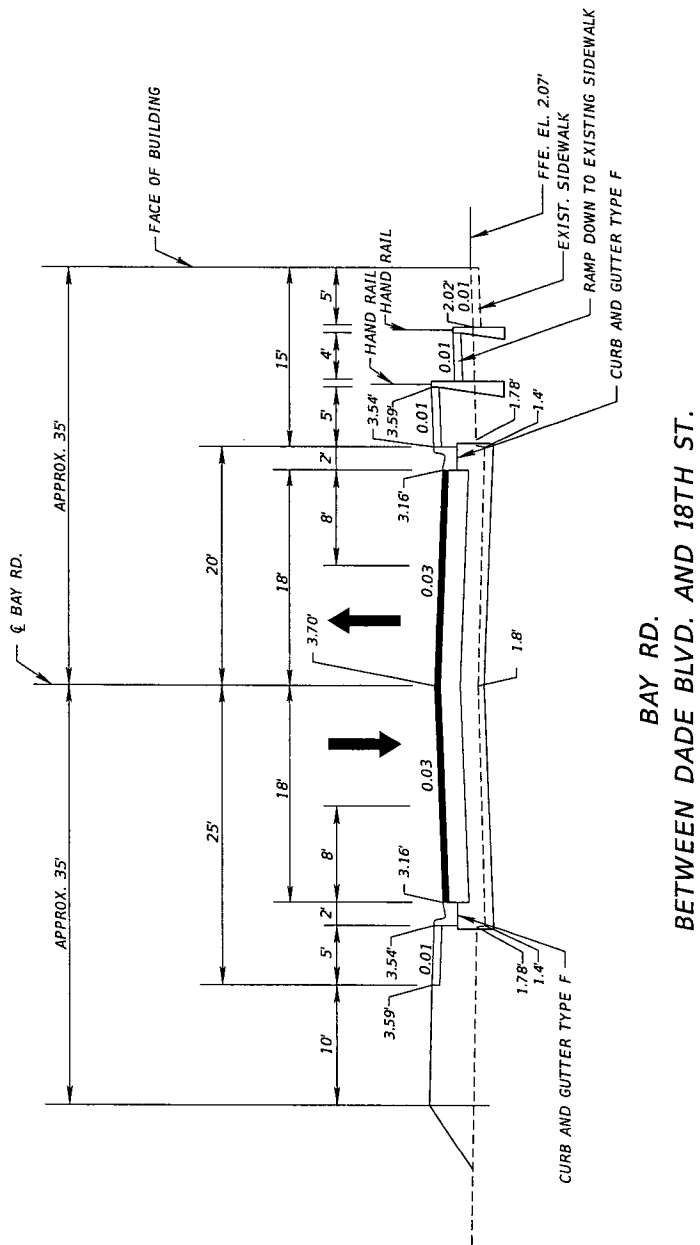
MIAMI BEACH		NEIGHBORHOOD: BAYSHORE NEIGHBORHOOD 8E		ENGINEER OF RECORD:  WADETRUM		CITY MANAGER: JIMMY L. MORALES		ENGINEER OF RECORD: <u>LOW</u>		5	
PUBLIC WORKS DEPARTMENT		SUNSET HARBOUR		1100 S.W. 15TH AVE. SUITE 100 MIAMI BEACH, FL 33134 (305) 666-2274		DIRECTOR: ERIC T. CARPENTER, P.E.		DESIGN ENGINEER: <u>LOW</u>		4	
THE CONVENTION CENTER DRIVE, MIAMI BEACH, FL 33139		TITLE: 18th STREET ROADWAY IMPROVEMENTS		SCALE:		CITY ENGINEER: BRUCE A. NOWRY, P.D., P.E.		DRAWN BY: <u>LOW</u>		3	
								CHECKER: <u>LOW</u>		2	
								Carry Weight: PE		1	
								No. 1041		NO. DATE	
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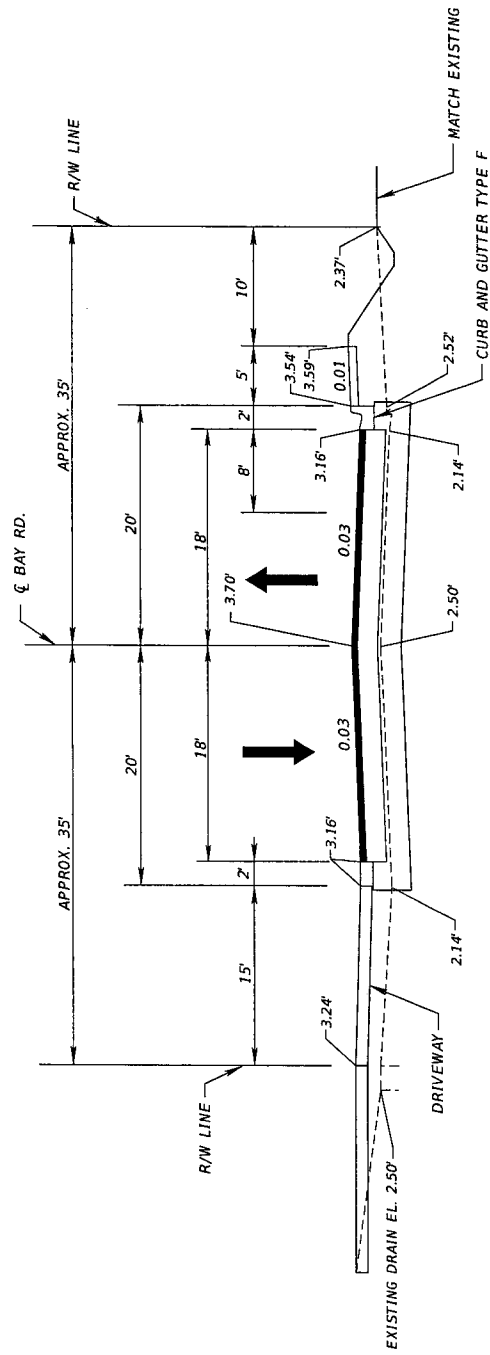


PURDY AVE.  
 BETWEEN DADE BLVD. AND 18TH ST.



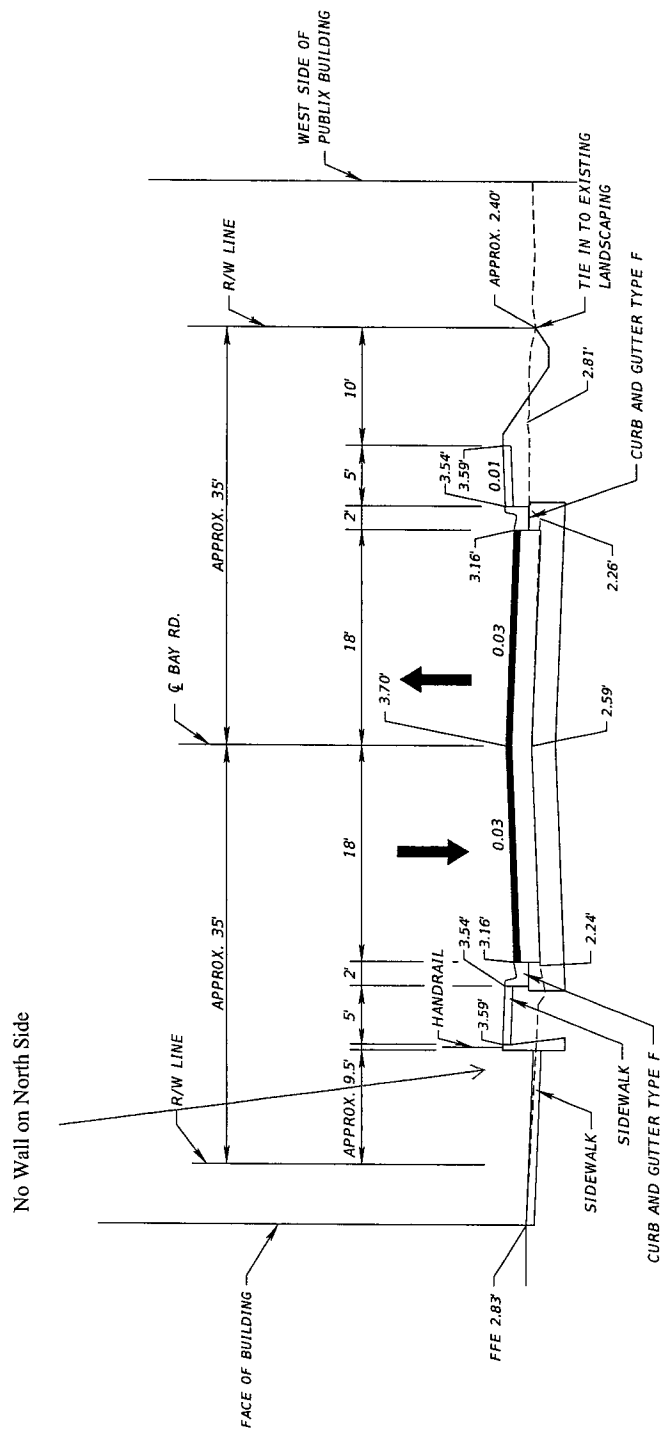


BAY RD.  
 BETWEEN DADE BLVD. AND 18TH ST.

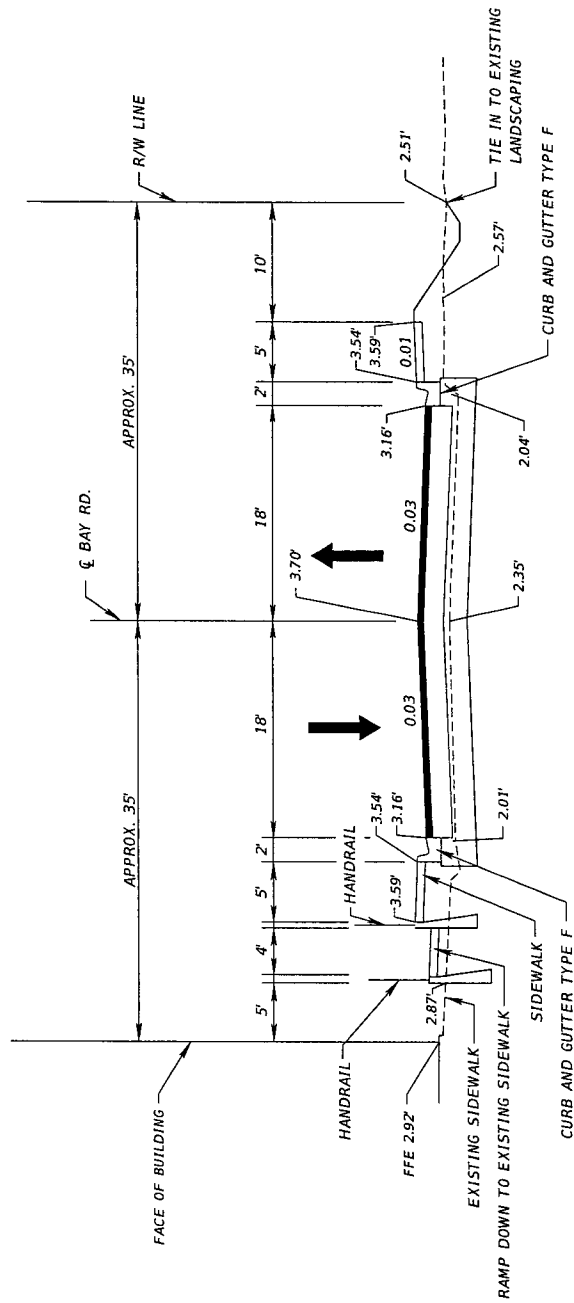


BAY RD.  
BETWEEN 18TH ST. AND 20TH STREET  
APPROXIMATE STATION 70+45.00

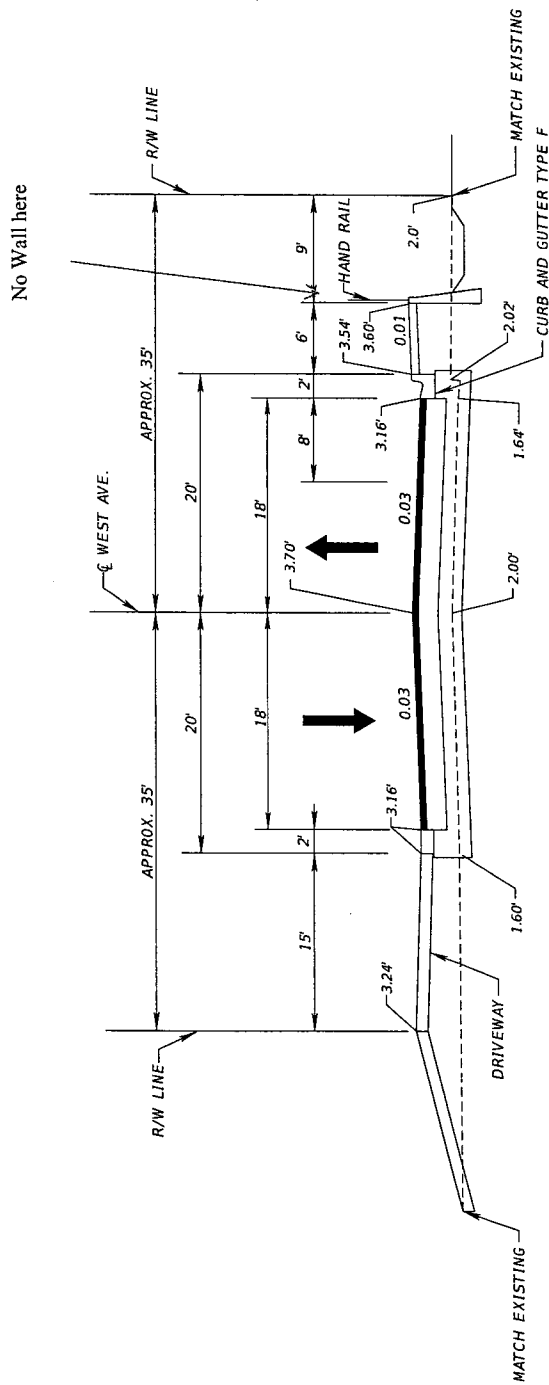




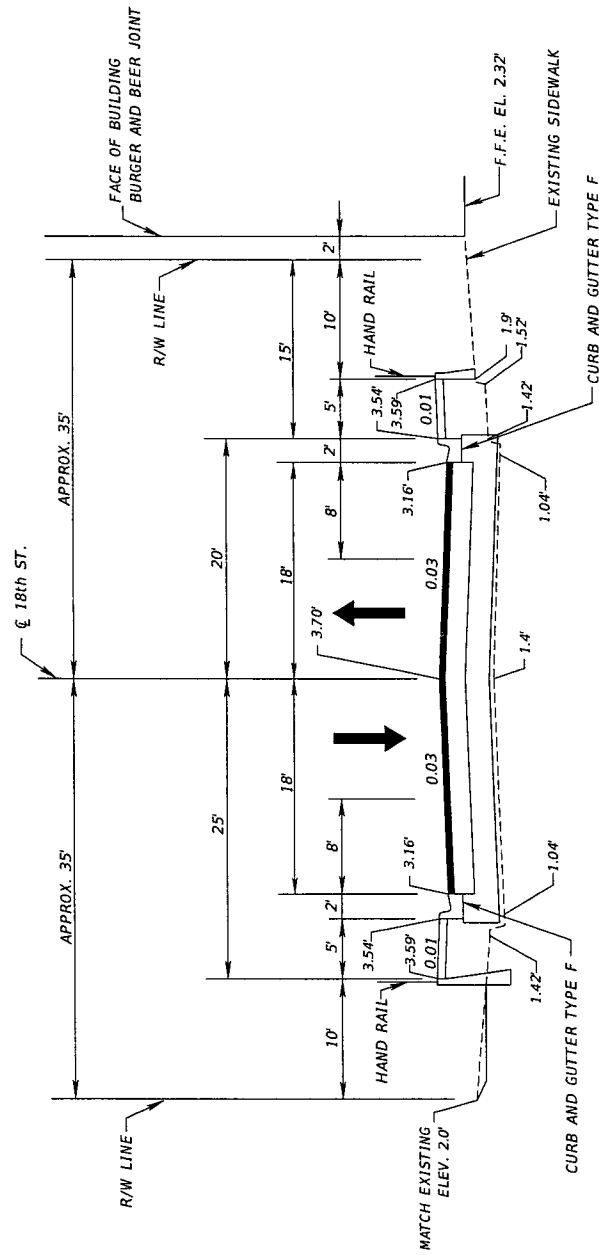
BAY RD.  
 JUST SOUTH OF INTERSECTION WITH 20TH ST



WEST AVENUE  
IN FRONT OF BAYSIDE PILATES/  
SOUTH BEACH ANIMAL HOSPITAL

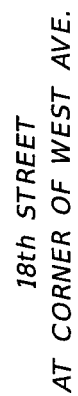


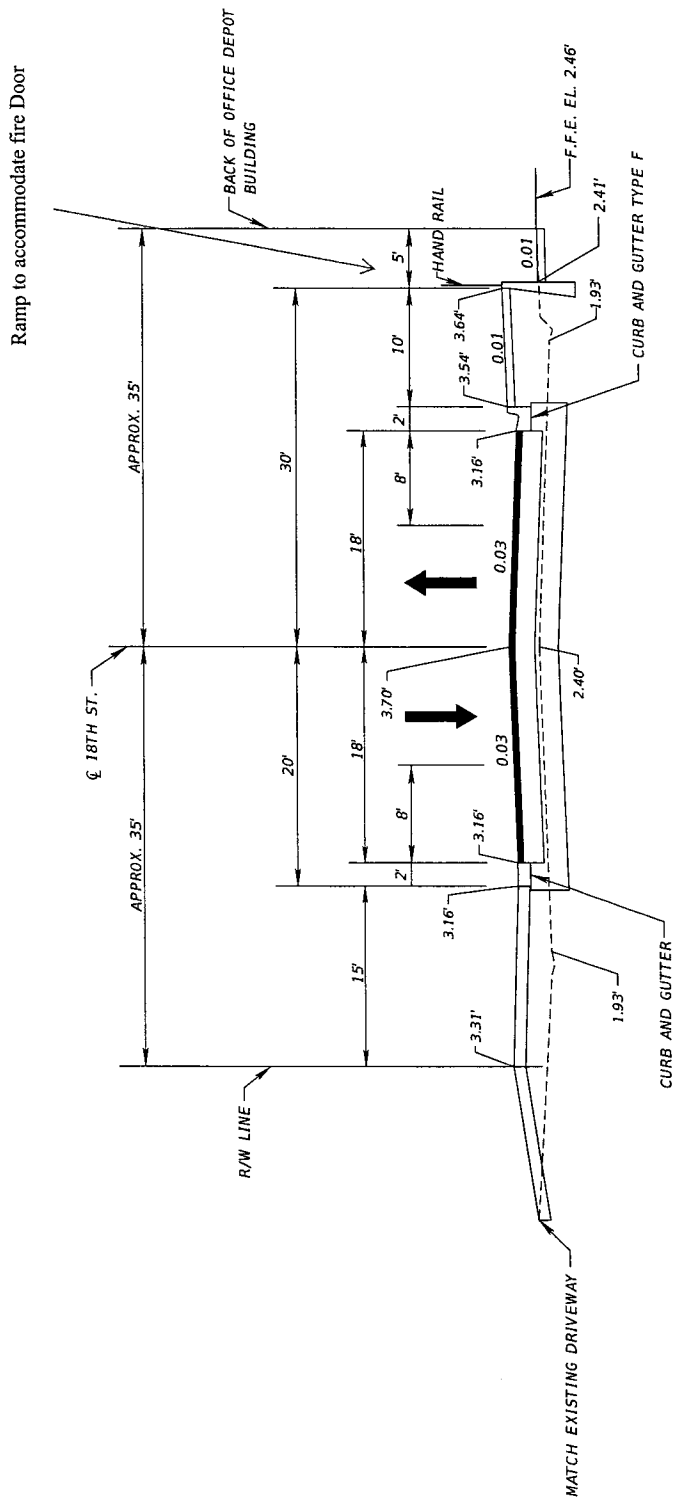
WEST AVE.  
BETWEEN 18TH ST. AND 20TH STREET  
APPROXIMATE STATION 82+65.00



18th STREET  
 BETWEEN PURDY AVE. AND BAY RD.







18th STREET  
BETWEEN WEST AVE AND ALTON RD



June 3<sup>rd</sup>, 2015

Bruce Mowry, Ph. D, P.E.  
Public Works Department  
City of Miami Beach  
1700 Convention Center Drive, 4<sup>th</sup> Floor  
Miami Beach, FL 33139

Reference: Sunset Harbour Pump Stations Retrofit – ITB No. 60-2013TC  
Bay Rd Elevation and Dade Blvd WM - Revised

Bruce,

Per City request, we have assessed our costs associated with refunding the monies reserved for the Dade Blvd Water Main and, with the Contingency monies, determine if there would be sufficient funds to perform the Bay Rd Design and Construction from 20<sup>th</sup> St to and including the intersection of 18<sup>th</sup> St and Bay Rd up to approx. 70 ft south of the Point of Curvature (PC) of the intersection. Furthermore, per City direction, the newly installed 12" WM on West Ave and Dade Blvd is to remain unconnected and stubbed out until the replacement of the 20" WM along Dade Blvd is performed.

Lanzo Proposal for the design and construction of Bay Rd Elevation to 3.7 from 20<sup>th</sup> St to and including the intersection of 18<sup>th</sup> St and Bay Rd is for \$ 1,481,394.00 (Plus a \$ 39,000.00 Landscaping Allowance), totaling \$ 1,520,394.00.

Currently in the Pay Application, there are \$ 986,668.24 allocated for the construction of Dade Blvd Water Main and \$ 835,433.85 left in the Contingency, which comes out to \$ 1,822,102.09.

Per City direction, the cost for purchasing the materials that would otherwise have a restocking fee charge for the construction of 20" WM on Dade Blvd is a total of \$ 65,744.16, justification is attached.

With this;

• Contingency Balance	\$ 1,822,102.09
• Bay Rd from 20 <sup>th</sup> St up to and including 18 <sup>th</sup> St intersection	(\$ 1,520,394.00)
• Dade Blvd 20" WM Material Purchase	(\$ 65,744.16)
○ <b>Total Contingency Withdrawal</b>	<b>(\$ 1,586,138.16)</b>
○ <b>Remaining Contingency Balance</b>	<b>\$ 235,963.93</b>

407 Lincoln Road Miami Beach FL 33139 Phone (954) 979-0802 Fax (786) 476-0368  
www.lanzo.net



The Engineering cost to design the remaining Neighborhood roads to a 3.7' Elevation, bringing the 30% plans to 100% design including lighting, electrical and necessary additional drainage is of \$ 326,190.00. The remaining Neighbourhood includes Bay Rd from south of the intersection with 18<sup>th</sup> St to Dade Blvd, 18<sup>th</sup> St between Purdy Ave and Alton Rd, Purdy Ave between 20<sup>th</sup> St and Dade Blvd, and West Ave from 20<sup>th</sup> St up to and including the intersection with 18<sup>th</sup> St. This engineering proposal is for design only and excludes Construction Support.

Please advise on how the City would like to proceed.

Please feel free to contact me should you have any questions.

Sincerely,

A handwritten signature in cursive script that reads "Daniel Mesquita".

Daniel Mesquita  
Project Manager  
Lanzo Construction Co., FL

September 17, 2015

Bruce Mowry, Ph. D, P.E.  
City Engineer  
Public Works Department - Engineering Division  
1700 Convention Center Drive  
Miami Beach, FL 33139

Reference: Sunset Harbour Pump Station Retrofit – ITB No. 60-2013TC  
Sunset Harbour Elevation 3.7 Design and Build Proposal  
Design and Construction of Sunset Drive

The following with attachments summarize Lanzo's proposal to construct Sunset Drive & 20<sup>th</sup> Street. The limits of construction are better defined as, FDOT Alton Rd project to the East and South, pavers entrance to Sunset Islands 3 & 4 to the North and beginning/entrance to Lower North Bay Rd to the Northeast. Lanzo's takeoff quantities with unit prices have been presented to assist your review. This presentation is a Lump Sum Cost Proposal. For water main improvements along this area, there is an additive proposal below and justified in the attached documents.

Scope of work is as reflected in the attached drawing and unit breakdown sheet. All work per City Standard Details and as summarized below. Note: Private Property Concrete Harmonization is defined as harmonization up to the City ROW and limerock to existing grade transition for harmonizing driveways into private property.


- |   |                   |                    |
|---|-------------------|--------------------|
| • Sunset Drive & 20 <sup>th</sup> Street, Roadways        | (Detail Attached) | \$1,451,981        |
| • ADDITIVE: Sunset Drive & 20 <sup>th</sup> Street, Water | (Detail Attached) | \$ 625,335         |
| Sunset Dr. & 20 <sup>th</sup> , to Alton                  |                   | <u>\$2,077,316</u> |

**Total Cost Proposal (Road & Water Mains) \$2,077,316**

Please note that Viton Gaskets (contaminated soils) are not included in this cost proposal. Proposal assumes cut in connections (City can isolate existing for connection).

The expected Design and Construction duration is 16 weeks after City approval and obtaining any required permits.

Sincerely,



Daniel Mesquita, PM  
Lanzo Construction Company

Attachment(s)  
CC: LCC/File

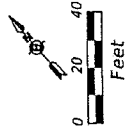


ITEM	DESCRIPTION	QTY	UNIT	ITEM	UNITS	TOTAL
	<b>NEW WATER MAIN ALONG SUNSET DRIVE</b>					
1	General Conditions	1.00	LS	1	80,000.00	80,000.00
2	Engineering / Design	1.00	LS	2	50,000.00	50,000.00
3	Exploratory Excavations to Identify Existing Utilities	1.00	LS	3	27,000.00	27,000.00
4	20" DIP WM Restrained Including Fittings	268.00	LF	4	350.00	93,800.00
5	12" DIP WM Restrained Including Fittings	524.00	LF	5	300.00	157,200.00
6	De-Muck Pipe Line	704.00	CY	6	26.00	18,304.00
7	Tie into Existing 20" DIP	1.00	EA	7	7,600.00	7,600.00
8	Tie into Existing 20" W/ 12" DIP	1.00	EA	8	15,700.00	15,700.00
9	Tie into Existing 12" with 10" Tap	1.00	EA	9	12,000.00	12,000.00
10	20" BV	1.00	EA	10	7,500.00	7,500.00
11	12" GV	2.00	EA	11	3,400.00	6,800.00
12	ARV	3.00	EA	12	2,500.00	7,500.00
13	2" Water Service w/Box & Meter	1.00	EA	13	4,500.00	4,500.00
14	Abandon in place of existing 20" WM	268.00	LF	14	48.00	12,864.00
15	Abandon in place of existing 12" WM	524.00	LF	15	40.00	20,960.00
16	Remove and Dispose of Asphalt 3" Thick & 1" Temp	58.00	CY	16	14.00	812.00
17	Sample Points	4.00	EA	17	1,500.00	6,000.00
18	Fill & Flush Assembly	3.00	EA	18	2,600.00	7,800.00
19	Asphalt 2" Thick S-III Trench Restoration	711.00	SY	19	20.00	14,220.00
20	Limerock Base 12"	711.00	SY	20	25.00	17,775.00
21	Temp Striping 6"	800.00	LF	21	2.50	2,000.00
22	MOT / Detour and Barrier Wall	1.00	LS	22	55,000.00	55,000.00
	<b>TOTAL</b>				<b>625,335.00</b>	<b>625,335.00</b>

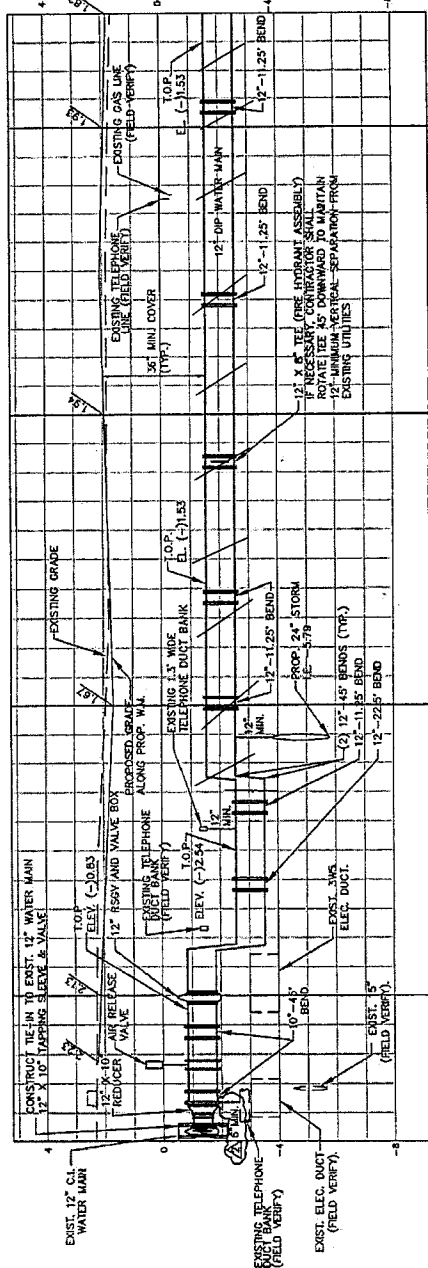
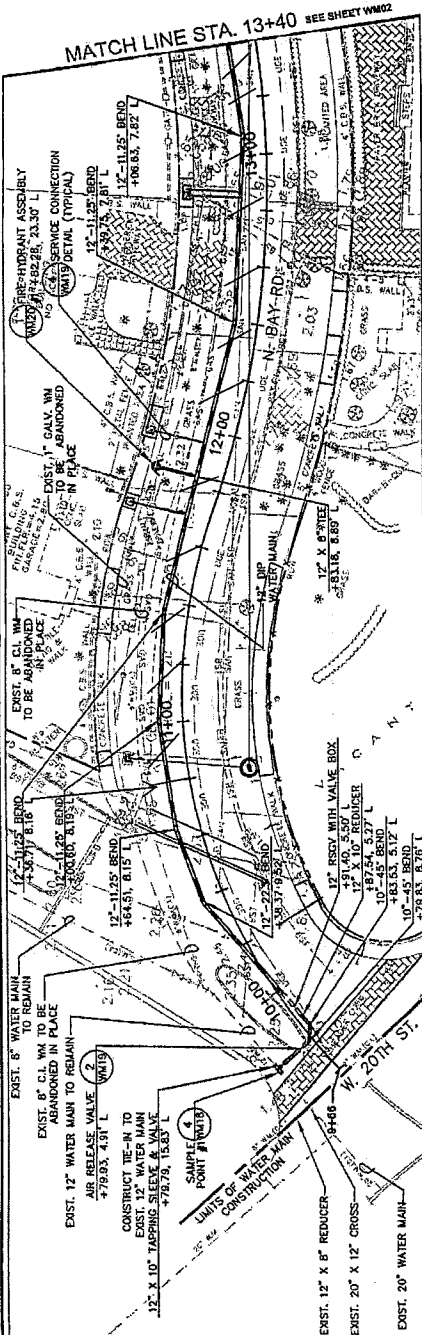




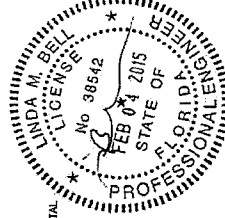
STUB OUT BY LANZO



MATCH LINE STA. 13+40 SEE SHEET WM02



SCALE: 1" = 4' HORIZONTAL  
1" = 4' VERTICAL



City of Miami Beach  
Public Works Department  
Approved / Not Approved  
By: *AKC* Date: *2-23-2015*  
Comments: *OK - Eng/2/23/15*

NOTES

- 1) STATIONS AND OFFSETS SHOWN HEREON ARE RELATIVE TO THE STREET BASELINE UNLESS OTHERWISE NOTED.
- 2) STATIONS AND OFFSETS ARE TO THE CENTER OF BEND/FITTING.
- 3) CONTRACTOR TO VERIFY EXISTING CONDITIONS FOR SERVICE UNTIL NEW CONSTRUCTION IS COMPLETED.
- 4) 6" MINIMUM VERTICAL SEPARATION WATER OVER STORM, 12" PREFERRED.
- 5) 12" MINIMUM VERTICAL SEPARATION WATER UNDER STORM.
- 6) 36" MINIMUM WATER MAIN COVER.
- 7) ALL IN-LINE VALVE BOXES TO BE NO. 3 - SEE SHEET WM02 FOR DETAILS.
- 8) 6" MINIMUM VERTICAL SEPARATION WATER OVER STORM.
- 9) IF PROPOSED WATER MAIN CONFLICTS WITH SANITARY SEWER LATERALS, CONTRACTOR TO REPLACE LATERALS WITH PVC OR DWP PIPE AS APPROPRIATE.
- 10) SEE SHEETS WM08-WM20 FOR WATER MAIN DETAILS.
- 11) SEE SHEET WM08 FOR GENERAL WATER MAIN CONSTRUCTION NOTES.
- 12) SEE SHEET WM08 FOR NOT MAP.
- 13) ALL PIPE JOINTS SHALL BE RESTRAINED.
- 14) ALL FIRE HYDRANTS SHALL BE RESTRAINED UNDER GROUND UTILITIES REFER TO FIRE HYDRANTS AND SCHEDULE FOR DETAILS.
- 15) ALL FIRE HYDRANTS SHOWN AS NEW SHALL CONSIST OF RE-USED (SALVAGED) FIRE HYDRANTS AND SCHEDULE FOR DETAILS.
- 16) THE VERTICAL DATUM IS NAVD 83.

PROFILE LEGEND

- GATE VALVE AND BOX
- REDUCER
- BEND
- PLUG
- TEE
- AIR RELEASE VALVE

PLAN LEGEND

- GATE VALVE AND BOX
- REDUCER
- EXIST. WATER METER
- WATER METER
- FIRE HYDRANT ASSEMBLY
- SAMPLE POINT

**CWI Civil Works, Inc.**  
14104 W. 14th Ave., Suite 100, Miami, FL 33186  
Phone: 305.591.4333  
Fax: 305.591.4333  
Email: info@cwi-civil.com  
Website: www.cwi-civil.com

**CITY OF MIAMI BEACH, FLORIDA**  
CAPITAL IMPROVEMENT PROJECTS OFFICE  
14104 W. 14th Ave., Suite 100, Miami, FL 33186  
Phone: 305.591.4333  
Fax: 305.591.4333  
Email: info@cwi-civil.com  
Website: www.cwi-civil.com

**RIGHT-OF-WAY INFRASTRUCTURE IMPROVEMENTS**  
PACKAGE 88 - LOWER NORTH BAY ROAD  
WATER MAIN PLAN AND PROFILE  
N BAY ROAD, STA. 9+65.78 TO 13+40

Per: *AKC* Date: *2-23-2015*  
Sheet: *3* of *27* Drawing: *WM01*



*Delivering sustainable infrastructure solutions  
for tomorrow's communities*

## Attachment – C

September 17, 2015

Bruce Mowry, Ph. D, P.E.  
City Engineer  
Public Works Department - Engineering Division  
1700 Convention Center Drive  
Miami Beach, FL 33139

Reference: Sunset Harbour Pump Station Retrofit – ITB No. 60-2013TC  
Sunset Harbour Elevation 3.7 Design and Build Proposal  
Reinstate Dade 20" Watermain Funds

The replacement of the 20" watermain within Dade Blvd. between Alton and the Bridge, west of Purdy was approved and established within Lanzo's Pay Application. This work was delayed and the funds reallocated to enable construction in other areas of Sunset Harbour.

Scope of work is as reflected in Lanzo's letter of January 25. All work per City Standard Details and as summarized below.

• Lanzo Letter of January 25, Approved & Itemized in Pay App.	\$1,022,800
• Paid to Date, Engineering (\$78,000) & Materials (\$23,875.92)	(\$ 101,876)
Balance (Replenish Fund Reallocation)	\$ 920,924

**Total Funds needed for 20" WM** **\$ 920,924**

The relative Design and Construction duration is detailed in the Schedule attached (13 weeks after receipt of permits).

Sincerely,

Daniel Mesquita, PM  
Lanzo Construction Company

Attachment(s)  
CC: LCC/File



DESCRIPTION	TOTAL QTY	UNIT	UNITS	TOTAL
General Conditions	1 LS		85,000.00	85,000.00
Engineering / Design	1 LS		78,000.00	78,000.00
Exploratory Excavations to Identify Existing Utilities	1 LS		22,000.00	22,000.00
20" DIP WM Restrained Including Fittings	1335 LF		350.00	467,250.00
De-Muck Pipe Line	862 CY		26.00	22,412.00
Tie into Existing 20" DIP	3 EA		7,600.00	22,800.00
20" BV	5 EA		7,500.00	37,500.00
2" Water Service w/Box & Meter	7 EA		4,500.00	31,500.00
Abandonment of existing 20" WM	1335 LF		48.00	64,080.00
Sample Points	8 EA		1,500.00	12,000.00
Fill & Flush Assembly	4 EA		2,600.00	10,400.00
Remove and Dispose of Asphalt 3" Thick & 1" Temp	178 CY		14.00	2,492.00
Lane Restoration Asphalt 2" Thick S-III	2116 SY		20.00	42,320.00
Limerock Base 12"	756 SY		25.00	18,900.00
Concrete Slab 6" thick by 56" Wide	838 SF		14.00	11,732.00
Temp Striping 6"	1815 LF		2.50	4,537.50
Temp Striping 18"	28 LF		8.00	224.00
MOT / Detour and Barrier Wall	1 LS		39,450.00	39,450.00
12" DIP WM Restrained Including Fittings	40 LF		300.00	12,000.00
Tie into Existing 20" W/ 12" DIP	2 EA		7,600.00	15,200.00
12" GV	2 EA		3,400.00	6,800.00
Fire Hydrant w/ GV	1 EA		7,800.00	7,800.00
20" Connection on Purdy	1 EA		7,600.00	7,600.00
<b>TOTAL</b>				<b>1,021,997.50</b>

1/25/2015, P.A., 72.2, 110a, 110d, e, f, g, & h  P.A., 72.2  P.A., 110h.2	Replace 20-inch watermain along Dade Blvd., Alton to Bridge	1,022,800.00	
	Engineering for Dade Blvd. WM	(78,000.00)	
	Materials previously purchased	(23,875.92)	
			920,924.08

**Lanzo Construction Co., Florida**  
**Periodic Pay Request**

<b>Owner:</b> City of Miami Beach <b>Location:</b> Miami Beach, Florida <b>Prime:</b> Lanzo Construction Co., Florida <b>Engineer:</b> A&P Consulting Transportation Engineers <b>Successor Engineer:</b> Wade Trim <b>Project:</b> Sunset Harbour Pump Stations Retrofit ITB No. 60-2013TC									
Bid Item	Description	Qty	Units	Unit Price	Total Amount			Previous % Complete	
72.2	Engineering Water Main Dade Blvd	1	LS	\$ 78,000.00	\$ 78,000.00			100%	
110a	Water Main Dade Blvd	1	LS	\$ 853,689.19	\$ 853,689.19			0%	
110d	Water Main Dade Blvd Services	1	LS	\$ 25,076.87	\$ 25,076.87			0%	
110e	Water Main Dade Blvd Tie Ins	1	LS	\$ 9,565.89	\$ 9,565.89			0%	
110f	Water Main Dade Blvd Abandonment	1	LS	\$ 6,760.00	\$ 6,760.00			0%	
110g	Water Main Dade Blvd Test and Disinfect	1	LS	\$ 1,105.00	\$ 1,105.00			0%	
110h	Water Main Dade Blvd Temporary Restoration	1	LS	\$ 48,603.05	\$ 48,603.05			0%	
							\$ 1,022,800.00		
110h.2	Dade Blvd Materials Previously Purchased	1	LS	\$ 23,875.92	\$ 23,875.92			100%	



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for tomorrow's communities*

January 25, 2015

Bruce Mowry, Ph. D, P.E.  
City Engineer  
City of Miami Beach, Florida  
Public Works Department - Engineering Division  
1700 Convention Center Drive  
Miami Beach, FL 33139

Reference: Sunset Harbour Pump Station Retrofit – ITB No. 60-2013TC  
Sunset Harbour Re-Design Proposal  
Replace 20-inch Water Main in Dade Blvd., Alton to Bridge

The following is offered in follow-up to Lanzo's January 13 letter (attached) and recent discussions.

**Replace 20-inch watermain along Dade Blvd, Alton to Bridge**

January 13 Letter, Replace 20" WM, Alton to Purdy	1110	822,700.00	
Additional Footage, Purdy to Bridge	225	200,100.00	
<b>Subtotal, 20" Alton to Bridge on Dade Blvd.</b>	<b>1335 LF</b>	<b>\$ 1,022,800.00</b>	

**Credit 20-inch watermain along Purdy & 20th Street**

Contract Amount, 20" on Purdy & 20th Street	2340	(1,938,508.00)	
3 Ea. Connections to Existing, 20th & Bay, 20th & West, 18th & Purdy		55,800.00	
Relocate 20" @ Vortex Structure		91,500.00	
Actual vs. Concept (After Engr.), 18th, Bay & West, 5 Water Services, 8 Fire Hydrants, & 8 Firelines		194,000.00	
Restock materials		18,060.00	
<b>Subtotal, 20" Purdy &amp; 20th Street</b>	<b>2340 LF</b>	<b>(1,579,148.00)</b>	
<b>Net Credit</b>		<b>\$ (556,348.00)</b>	

*BMM*  
*2/9/15*

Lanzo's tentative schedule is attached. Please note that 2-months have been allocated for permitting. This period uses best available knowledge and may change.

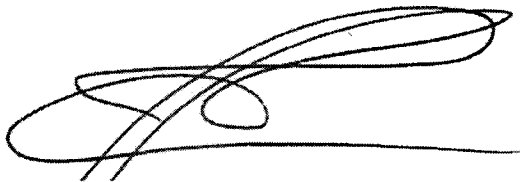
*OK*  
*2/10/15*

Please note the following in your review:

- Contaminated Material has been observed in this area. Viton gaskets are not included in the costs presented above, but can be added as required (separate presentation).
- Surface restoration is the same as that typically being performed within the Sunset Harbour work. This temporary restoration anticipates the future work scheduled for this area.
- Restocking costs are based on the attached vendor memo and my interpretation. Modification for delivery instead of restocking can be established according to the memo.

Please review and provide direction. Call if I can assist that review.

Sincerely,



Bob Beaty, PE, Project Manager  
Lanzo Construction Company

Attachment(s)

CC: LCC/File

OK  
JLB  
01/26/05



Delivering sustainable infrastructure solutions  
for tomorrow's communities

January 13, 2015

Bruce Mowry, Ph. D, P.E.  
City Engineer  
City of Miami Beach, Florida  
Public Works Department - Engineering Division  
1700 Convention Center Drive  
Miami Beach, FL 33139

Reference: Sunset Harbour Pump Station Retrofit – ITB No. 60-2013TC  
Sunset Harbour Re-Design Proposal  
Replace 20-inch Water Main in Dade Blvd.

Lanzo Construction Co., FL., proposes to design, permit and construct the 20-inch water main replacement from the end point of DMSI Construction's work at Alton Road and Dade Blvd. to the west side of West Avenue. Additional pricing has been provided to extend replacement to the west side of Bay Avenue or to the existing on the west side of Purdy Avenue. The scope of work is as noted below and as detailed by attachment. Proposed work per City Standard Details is as summarized below.

1. Install 20" DIP from Alton Road to the west side of West Avenue along Dade Blvd. and tie into existing appurtenances.
2. Install 12" DIP from Dade Blvd to existing within West Avenue ROW.
3. Reconnect All Services including New Boxes and Digital Meters.
4. Reconnect All Fire Hydrants
5. Abandon existing Water Main, replaced by the New DI Water Main.
6. Typical 24-inches of Cover. Ditch Slabs in areas of pipe less than 24-inches
7. Remove and Replace All Unsuitable Material per City Standards.
8. Surface restoration.
9. Maintenance of Traffic.

The Design and Construction duration is (90) days from NTP.

Base Bid, Alton to west of West Avenue	\$317,200
Add to reconnect west of Bay Avenue	\$225,500
Add to reconnect west of Purdy Avenue	\$280,000

Total Cost Proposal	Price \$822,700
---------------------	-----------------

Sincerely,

Bob Beaty, PE, Project Manager  
Lanzo Construction Company

Attachment(s)

CC: LCC/File

125 SE 5<sup>TH</sup> Court Deerfield Beach FL 33441-4749 Phone (954) 979-0802 Fax (954) 979-9897  
www.lanzo.net

ok  
JMP  
02/05/2015

ITEM	DESCRIPTION	QTY	UNIT
Base	<b>NEW 20" WATER MAIN BETWEEN ALTON AND WEST</b>		
B1	General Conditions	1	LS
B2	Engineering / Design	1	LS
B3	20" DIP WM Restrained Including Fittings	400	LF
B4	De-Muck Pipe Line	252	CY
B5	Tie into Existing 20" DIP	1	EA
B6	20" BV	2	EA
B7	2" Water Service w/Box & Meter	4	EA
B8	Abandonment of existing 20" WM	400	LF
B9	Sample Points	2	EA
B10	Fill & Flush Assembly	1	EA
B11	Allowance for onsite Police	10	DY
B12	Remove and Dispose of Asphalt 3" Thick & 1" Temp	52	CY
B13	Lane Restoration Asphalt 2" Thick S-III	622	SY
B14	Limerock Base 12"	222	SY
B15	Concrete Slab 6" thick by 56" Wide	140	SF
B16	Temp Striping 6"	410	LF
B17	Temp Striping 18"	28	LF
B18	MOT / Detour and Barrier Wall	1	LS

OK  
JMD  
02/16/2015

ITEM	DESCRIPTION	QTY	UNIT
Adder	<b>NEW 20" WATER MAIN BETWEEN WEST AND BAY</b>		
A1	Engineering / Design	1	LS
A2	20" DIP WM Restrained Including Fittings	430	LF
A3	De-Muck Pipe Line	270	CY
A4	20" BV	1	EA
A5	Abandonment of existing 20" WM	430	LF
A6	Remove and Dispose of Asphalt 3" Thick & 1" Temp	56	CY
A7	Sample Points	2	EA
A8	Fill & Flush Assembly	1	EA
A9	Allowance for onsite Police	8	DY
A10	Lane Restoration Asphalt 2" Thick S-III	669	SY
A11	Limerock Base 12"	239	SY
A12	Concrete Slab 6" thick by 56" Wide	326	SF
A13	Temp Striping 6"	440	LF
A14	MOT / Detour and Barrier Wall	1	LS

OK  
 SUP  
 02/29/2015



ITEM	DESCRIPTION	QTY	UNIT
	<b>NEW WATER MAIN BETWEEN BAY AND PURDY</b>		
	Engineering / Design	1	LS
	20" DIP WM Restrained Including Fittings	280	LF
	12" DIP WM Restrained Including Fittings	40	LF
	De-Muck Pipe Line	180	CY
	Tie into Existing 20" DIP	1	EA
	Tie into Existing 20" W/ 12" DIP	2	EA
	20" BV	1	EA
	12" GV	2	EA
	Fire Hydrant w/ GV	1	EA
	2" Water Service w/Box & Meter	3	EA
	Abandonment of existing 20" WM	280	LF
	Remove and Dispose of Asphalt 3" Thick & 1" Temp	37	CY
	Sample Points	2	EA
	Fill & Flush Assembly	1	EA
	Allowance for onsite Police	15	DY
	Asphalt 2" Thick S-III Lane Restoration	436	SY
	Limerock Base 12"	156	SY
	Concrete Slab 6" thick by 56" Wide	139	SF
	Temp Striping 6"	290	LF
	MOT / Detour and Barrier Wall	1	LS

02  
JWQ  
02/09/2015

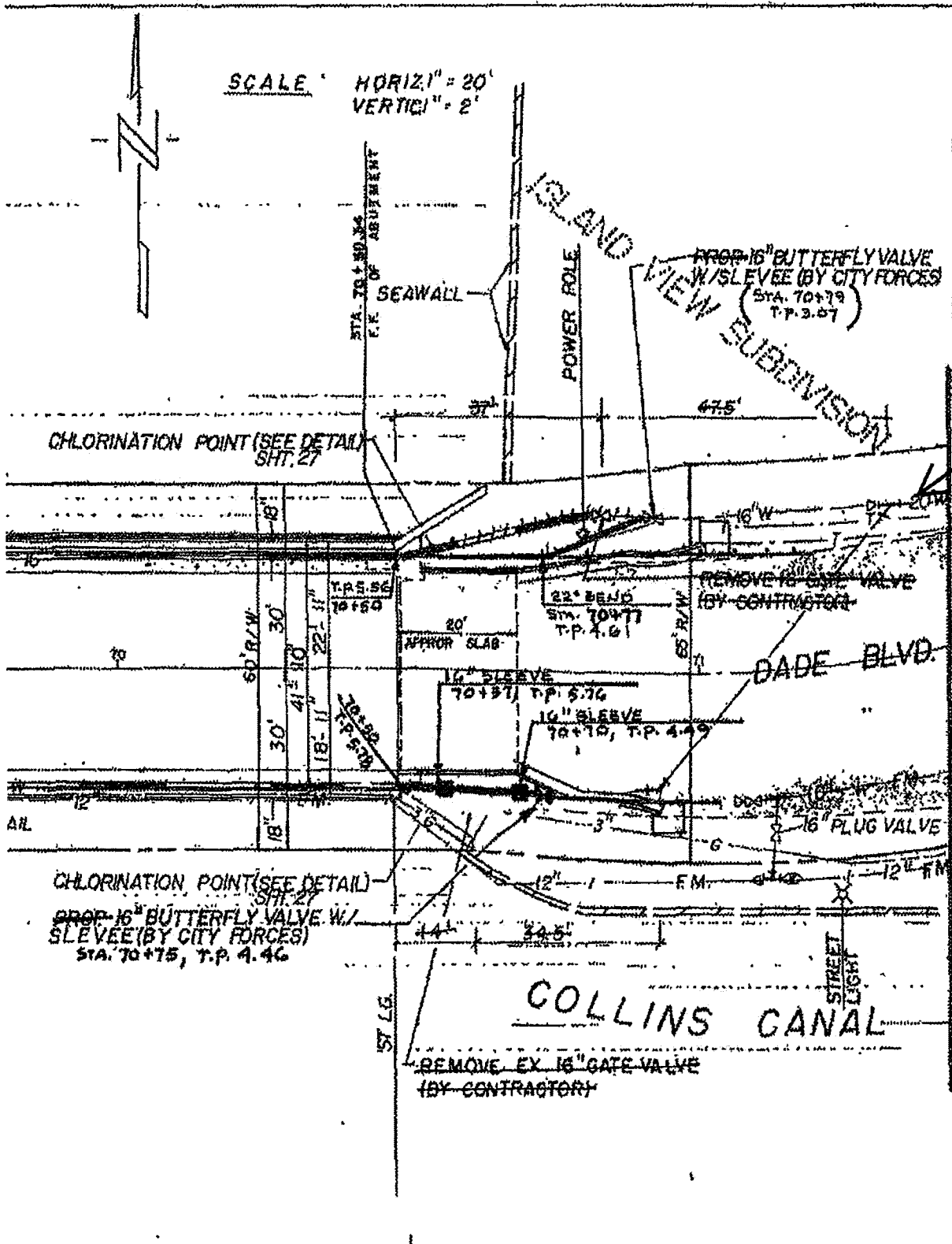
**Lanzo Construction Co., Florida**

<b>Owner:</b> City of Miami Beach <b>Location:</b> Miami Beach, Florida <b>Prime:</b> Lanzo Construction Co., Florida <b>Engineer:</b> A&P Consulting Transportation Engineers <b>Successor Engineer:</b> Wade Trim <b>Project:</b> Sunset Harbour Pump Stations Retrofit ITB No. 60-2013TC				
Bid Item	Description	Qty	Units	Unit Price
	<b>Water Main Replacement</b>			
81	Water Main 20th Street	1	LS	\$ 796,476.38
82	Water Main 20th Street Services	1	LS	\$ 53,663.94
83	Water Main 20th Street Tie Ins	1	LS	\$ 5,872.51
84	Water Main 20th Street Abandonment	1	LS	\$ 5,335.00
85	Water Main 20th Street Test and Disinfect	1	LS	\$ 1,115.81
86	Water Main 20th Street Temporary Restoration	1	LS	\$ 62,869.16
87	Water Main Purdy Ave	1	LS	\$ 876,527.99
88	Water Main Purdy Ave Services	1	LS	\$ 48,838.04
89	Water Main Purdy Ave Tie Ins	1	LS	\$ 5,872.51
90	Water Main Purdy Ave Abandonment	1	LS	\$ 6,630.00
91	Water Main Purdy Ave Test and Disinfect	1	LS	\$ 1,115.81
92	Water Main Purdy Ave Temporary Restoration	1	LS	\$ 74,190.43

**Total \$1,938,508**



# BRIDGE NO. 12



Connect  
on East  
Side of  
20" Wye

OK  
SUB



AMERICAN  
DUCTILE IRON PIPE

THE RIGHT WAY

**Coleman McClain**  
**Southeast Florida Satellite Office**  
1931 Cordova Road, Suite 224  
Fort Lauderdale, FL 33316  
**Phone:** 816-301-3833  
**Fax:** 205-307-3976

**PROJECT NO:**  
**PROJECT:** Sunset Harbor 16" DIP  
**LOCATION:**  
**BID DATE:** 12/8/2014

**QUOTATION**

<u>QTY</u>	<u>UOM</u>	<u>DESCRIPTION</u>	<u>SPEC</u>	<u>TOT. WT.</u>	<u>Unit \$</u>	<u>Total \$</u>
500	FT	16" FST x FSTPE PIPE CL-53 20'0-1/2"	CL-ASP	36,950	\$49.26	\$24,630.00
<b>Total Quote Summary</b>				<b>36,950 LBS.</b>		<b>\$24,630.00</b>

Material on Hand, Not Available for return

16" Fastite,	20 LF @ \$49.26 = \$985.20
	7 % Sales Tax 68.96
	Subtotal 1,054.16
	10% Handling 105.42
	Total ACI 1,160

Supply House

Total HDSupply 16,900

Total Material Restock = \$18,060

02  
and  
substituted

Due to continuing volatility in the price of raw materials, energy, and transportation costs, ductile iron pipe prices cannot be held firm for a period of more than 60 days from the date of quotation. Orders, releases, and/or shipments placed or made after the 60 day period will be subject to a 5% price increase. Open orders remaining after 90 days will either be cancelled or re-quoted using the prices in effect at the time of release for shipment.

All ACIPCO  
Terms and Conditions Apply  
Drawing Charge \$800 / Sheet  
Unless Otherwise Stated

## Bob Beaty

---

**From:** Daniel Mesquita  
**Sent:** Friday, January 23, 2015 6:06 AM  
**To:** Bob Beaty; James Tilli  
**Cc:** Michael Bone  
**Subject:** Fwd: 20" material return  
**Attachments:** Request denied1.doc; ATT00001.htm

All,

Please see below prices. I told Bruce that we would give him the option of the restocking fee or the purchase price (plus our overhead & profit) and then he could choose if he wants to purchase it or not.

James, let me know how I can help.

Thanks,

***Daniel Mesquita***

Lanzo Construction Co.

407 Lincoln Road, Ste. 10-R

Miami Beach, FL 33139

Direct: (305) 548-8766

Mobile: (321) 604-2490

Fax: (786) 476-0368

Email: DanielM@Lanzo.org

Website: www.lanzo.net

Sent from my iPhone

Begin forwarded message:

**From:** "Clark, Mick [HDS]" <[Mick.Clark@hdsupply.com](mailto:Mick.Clark@hdsupply.com)>  
**Date:** January 23, 2015 at 12:30:58 AM EST  
**To:** Daniel Mesquita <[DanielM@Lanzo.org](mailto:DanielM@Lanzo.org)>  
**Cc:** "Matz, John W [HDS]" <[j.matz@hdsupply.com](mailto:j.matz@hdsupply.com)>  
**Subject:** 20" material return

Daniel this is what we need help on , we have taken care of a lot of the other materials, & were able to stop some from shipping. It could have been much worse.

20x16 tap sleeve- not able to take back (see attached)

2 @ \$3,975

16" horiz gate valve- 50 percent

2 @ 50% @ 4,995

20 fittings: 45 percent but we can use some on next section

2 ea. 20X6 MJ TEE (I) CP DI

4 ea. 20 MJ 45 BEND (I) CP D

2 ea. 20X12 MJ TEE (I) CP DI

2 ea. 20X16 MJ REDUCER(I) CP

2 @ 425 = \$850

4ea-20" mj butterfly valves 40 percent but we can use some on next section

31 ea. 20 EBAA MEGALUG MJ DI 40percent , but we can use some on next section

19ea 20x2 ds saddle 35 percent but we can use some on next section

7 @ 35% @ 230

Thanks,Mick

Mick Clark  
Account Manager  
4310 nw 10th Ave.  
Oakland Park ,FL 33309

[mick.clark@hdsupply.com](mailto:mick.clark@hdsupply.com)  
Office-954-772-7343  
Office Fax-954-772-0443  
Cell 954-275-4547  
Home Phone-954-752-9218  
Home Fax-954-752-8818

Subtotal	\$ 12,359
7% Sales	1,005
Subtotal	15,364
10% Handling	1,537
Total	\$ 16,900

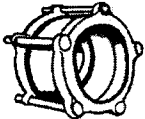
or  
sup  
8/2/09/12/13



## JCM INDUSTRIES, INC.

P. O. Box 1220 - Nash, Texas 75569-1220  
Toll Free 800-527-8482, Fax Toll Free 800-874-9524  
Outside U.S. 903-832-2581, Fax 903-838-6260  
www.jcmindustries.com

*OK  
2/29/2015*



January 22, 2015

HD Supply/ Miami, FL  
Attn: Alex Milian  
Email: alexander.milian2@hdsupply.com



Re: Return Request

Dear Alex:

We are in receipt of your request to return 1 of a JCM 419-2160X16ESS MJ Outlet Tapping Sleeve that was purchased on your purchase order # 6854027. The Tapping Sleeve was an engineered non-returnable products that was built per your order. We do not stock this product, therefore we cannot accept its return.

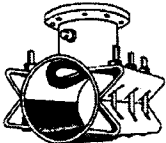
**JCM**

If it was a regular item that we did stock, we would be happy to accept the return.

Regards,

*Christy Spencer*

Christy Spencer  
Returns & Allowances  
JCM Industries Inc.





# Replace 20-inch watermain along Dade Blvd, Alton to Bridge

2015		2015				2015				2015				2015				2015					
Jan. W4		February W1 W2 W3 W4		March W1 W2 W3 W4 W5		April W1 W2 W3 W4		May W1 W2 W3 W4		June W1 W2 W3 W4 W5													
26		2	9	16	23	2	9	16	23	30	6	13	20	27	4	11	18	25	1	8	15	22	29

Time  
W-Day

Notice To Proceed	5																							
Miami-Dade Permitting	40																							
Other Permitting	40																							
20" Installation	25																							
Test, Disinfect, & Bacti	20																							
Connect to Existing	15																							
Temporary Restoration	20																							

## **RESOLUTION TO BE SUBMITTED**